

Dated the _____ day of _____.

ONE GOLD INVESTMENT LIMITED
(壹金投資有限公司)

and

[_____]

and

[_____]

**DEED OF MUTUAL COVENANT INCORPORATING
MANAGEMENT AGREEMENT**

OF

TUEN MUN TOWN LOT NO.549

KAO, LEE & YIP
SOLICITORS & NOTARIES
17TH FLOOR, GLOUCESTER TOWER,
THE LANDMARK, CENTRAL,
HONG KONG SAR

K/LWY/85598/MK/VW (CV)

(6) The parties hereto have agreed to enter into this Deed to provide for the proper management, operation, servicing, maintenance, repair, decoration, renovation, improvement and insurance of the Land and the Development and for the purposes of defining and regulating the respective rights, interests and obligations among themselves and all subsequent owners in respect of the Land and the Development.

(7) The Director of Lands has given his approval to the terms of this Deed.

NOW THIS DEED WITNESSES as follows:

SECTION I

DEFINITIONS

In this Deed, the following words and expressions shall have the following meanings ascribed to them, except where the context otherwise requires or permits:

- “Areas for Air-conditioning” means the areas for air-conditioning which areas are for the purpose of identification shown coloured Yellow and marked with Black circles and also marked “AIR-CONDITIONER PLATFORM” on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “Authorized Person” means Lee Ming Yen Jennifer of P&T Architects Limited, and any other replacement authorized person for the time being appointed by the First Owner.
- “Bicycle Parking Spaces” means the 15 spaces provided for the parking of bicycles in the Development in accordance with Special Condition No.(23) of the Government Grant, which are for the purpose of identification shown coloured Yellow and marked “B1”, “B2”, “B3”, “B5”, “B6”, “B7”, “B8”, “B9”, “B10”, “B11”, “B12”, “B13”, “B15”, “B16” and “B17” on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “Building Plans” means the general building plans and specifications in respect of the Development or in respect of any part or parts of the Development prepared by the Authorized Person and approved by the Building Authority under reference no. BD 2/9226/19 and includes any amendment thereto as approved by the Building Authority.
- "Car Park" means either a Residential Parking Space or a Motor Cycle

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| | Parking Space. |
| "Chairman" | means the chairman of the Owners' Committee appointed in accordance with the provisions hereof from time to time. |
| "chlorine hazard" | means the chlorine hazard as referred to in Special Condition No.(30)(a) of the Government Grant. |
| "Common Areas" | means all of the Development Common Areas and the Residential Common Areas. |
| "Common Areas and Facilities" | means all of the Common Areas and all of the Common Facilities. |
| "Common Facilities" | means all of the Development Common Facilities and the Residential Common Facilities. |
| "Communal Sky Garden" | means the communal sky garden which comprises:- (a) the area which is for the purpose of identification shown coloured Yellow and marked "COMMUNAL SKY GARDEN" on the plan (Drawing No.DMC-03) (certified as to its accuracy by the Authorized Person) annexed hereto; and (b) the portions of the Greenery Area which also form part of the Communal Sky Garden, which portions are for the purpose of identification shown coloured Yellow hatched Black stippled Black on the plan (Drawing No.DMC-03) (certified as to its accuracy by the Authorized Person) annexed hereto. |
| "Covered Landscaped and Play Areas" | means the covered landscaped and play areas which comprises: (a) the areas which are for the purpose of identification shown coloured Indigo and marked with triangles in Black on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto; and (b) the portions of the Greenery Area which also form part of the Covered Landscaped and Play Areas, which portions are for the purpose of identification shown coloured Indigo hatched Black stippled Black and |

marked with triangles in Black on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto.

"Development" means the whole of the development constructed or in the course of construction on the Land in accordance with the Government Grant and the Building Plans and known as [].

"Development Common Areas" means all those areas or parts of the Land and the Development, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of all the Units, and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing:-

- (a) Reception Counter;
- (b) Greenery Area (excluding those forming part of the Residential Common Areas);
- (c) Covered Landscaped and Play Areas ;
- (d) driveway, planters, Guard House, open footpath, fresh water & flushing water pump room, Fire Service Control Center and Sprinkler Control Valve Room, Fire Service Inlet, sprinkler inlet, transformer room, entrance lobby (fireman's lift lobby), Refuse Storage & Material Recovery Chamber, Extra Low Voltage Room, Master Water Meter Cabinet, Pipe Duct, Fire Service & Sprinkler Pump Room, main switch room, emergency generator room, air-conditioner platform, Water Meter Cabinet, Electrical Duct, Hose Reel, Fire Service Check Meter Cabinet, fireman's lift lobbies on the Ground Floor and the 1st Floor of the Development, protected lobby, sprinkler water tank, and fire service water tank;
- (e) the covered areas beneath the lowest balconies and the covered areas beneath the lowest utility platforms which covered areas are for the purpose of identification shown on the plan (Drawing No.DMC-01) (certified as to its accuracy by the

Authorized Person) annexed hereto;

- (f) the external walls on the Ground Floor and the 1st Floor of the Development enclosing the Development Common Areas; and
- (g) such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance but shall exclude the Residential Common Areas.

Development Common Areas are for the purpose of identification shown coloured Indigo, Indigo and marked with triangles in Black, Indigo hatched Black stippled Black and marked with triangles in Black, and Indigo hatched Black stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

“Development
Common Facilities”

means all those installations and facilities in the Development Common Areas used in common by, or installed for the common benefit of, the Owners and occupiers of all the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Owner of a Unit.

“DIA”

means the DIA as defined in Special Condition No.(32)(a) of the Government Grant.

“Fire Safety
Management Plan”

means the fire safety management plan and measures relating to Open Kitchen Units approved by the Fire Services Department including subsequent variations or amendments thereto from time to time made by the Buildings Department, the Fire Services Department and any other relevant government authorities. A copy of the Fire Safety Management Plan as at the date hereof is to be deposited at the Reception Counter pursuant to the provisions of this Deed.

“Government”

means the Government of Hong Kong.

“Government Grant”

means the Agreement and Conditions of Sale dated the 26th day of September 2019 and registered in the Land Registry as New Grant No.22824 more particularly described in the First Schedule hereto as modified by any subsequent variations or modifications thereof (if any) as approved by the Director of Lands.

“Greenery Area”

means the Greenery Area as referred to in Special Condition

No.(8)(d)(i) of the Government Grant. The Greenery Area includes:-

- (a) the portions of the Greenery Area which do not form part of the Covered Landscaped and Play Areas or the Communal Sky Garden, which portions are for the purpose of identification shown coloured Indigo hatched Black stippled Black on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto;
- (b) the portions of the Greenery Area which also form part of the Covered Landscaped and Play Areas, which portions are for the purpose of identification shown coloured Indigo hatched Black stippled Black and marked with triangles in Black on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto; and
- (c) the portions of the Greenery Area which also form part of the Communal Sky Garden, which portions are for the purpose of identification shown coloured Yellow hatched Black stippled Black on the plan (Drawing No.DMC-03) (certified as to its accuracy by the Authorized Person) annexed hereto.

For the avoidance of doubt, the Greenery Area includes, without limitation, vertical green which is for the purpose of identification shown in Red broken lines on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto. The common access to the Greenery Area is for the purpose of identification shown in Red arrows on the plans (Drawings Nos.DMC-01 and DMC-03) (certified as to their accuracy by the Authorized Person) annexed hereto.

“Green and Innovative Features”

means all those green and innovative features which are exempted, by the Building Authority and the Director of Lands, from the calculation of gross floor area or site coverage, or both, of the Development and which comprise balconies, utility platforms, the covered areas beneath the balconies (including the covered areas beneath the lowest balconies) and the covered areas beneath the utility platforms (including the covered areas beneath the lowest utility platforms), non-structural prefabricated external

walls, and the Communal Sky Garden. The locations of such balconies are for the purpose of identification shown hatched Black stippled Black and the locations of such utility platforms are for the purpose of identification shown cross-hatched Black on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto. The locations of the covered areas beneath the lowest balconies and the covered areas beneath the lowest utility platforms are for the purpose of identification shown on the plans (Drawings Nos.DMC-01 and DMC-03) (certified as to their accuracy by the Authorized Person) annexed hereto. Non-structural prefabricated external walls are for the purpose of identification shown stippled Black (to the extent they form part of the Residential Units) and Yellow stippled Black (to the extent they form part of the Residential Common Areas) on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto).

- “Guard House” means the guard house which is for the purpose of identification shown coloured Indigo and marked “GUARD HSE” on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- "Hong Kong" means the Hong Kong Special Administrative Region of the People’s Republic of China.
- "House Rules" means the rules which have been or may from time to time be made in accordance with the Ordinance and pursuant to this Deed by the Manager relating to the use, operation, maintenance, management and administration of the Development.
- “Land” means all that piece or parcel of land registered in the Land Registry as Tuen Mun Town Lot No.549.
- “Loading and Unloading Space” means the 1 loading and unloading space provided within the Development in accordance with Special Condition No.(22)(a) of the Government Grant, which is for the purpose of identification shown coloured Yellow and marked “LOADING/UNLOADING SPACE” on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- "maintain" means operate, service, repair, uphold, support, rebuild, overhaul, pave, purge, scour, cleanse, empty, amend, replace, renovate, improve and decorate, or any one or more of the foregoing as may be applicable in the circumstances and in the interest of good

estate management; and “maintenance” shall be construed accordingly.

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| "management" | means all duties and obligations to be performed and observed by the Manager pursuant to the provisions of this Deed. |
| "Management Budget" | means the annual budget prepared by the Manager in accordance with Sub-Section D of Section VI of this Deed. |
| "management expenditure" or "management expenses" | means all costs, expenses, costs and charges necessarily and reasonably incurred, or to be incurred, for the management of the Land and the Development, including Manager's Remuneration. |
| "management fund" | means all monies received, recovered or held by the Manager pursuant to this Deed except only the Manager's Remuneration and the Special Fund. |
| "Management Shares" | means the shares allocated or to be allocated to the Units of the Development as set out in the Third Schedule hereto for the purpose of determining the due proportion of the management expenses payable by each Owner. |
| "Manager" | means the DMC Manager or any person who for the time being is, for the purpose of this Deed, managing the Development. |
| "Manager's Remuneration" | means the remuneration payable to the Manager pursuant to the provisions of this Deed. |
| "Motor Cycle Parking Space" | means a motor cycle parking space provided in the Development in accordance with Special Condition No.(21)(c)(i) of the Government Grant and each space shall be a space shown on the approved car park layout plan under Special Condition No.(28) of the Government Grant. |
| "Non-enclosed Areas" | means all those balconies, utility platforms, the covered areas beneath the balconies (including the covered areas beneath the lowest balconies) and the covered areas beneath the utility platforms (including the covered areas beneath the lowest utility platforms). The locations of such balconies are for the purpose of identification shown hatched Black stippled Black and the locations of such utility platforms are for the purpose of identification shown cross-hatched Black on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized |

Person) annexed hereto. The locations of the covered areas beneath the lowest balconies and the covered areas beneath the lowest utility platforms are for the purpose of identification shown on the plans (Drawings Nos.DMC-01 and DMC-03) (certified as to their accuracy by the Authorized Person) annexed hereto.

- "Occupation Permit" means an Occupation Permit (including a temporary Occupation Permit) relating to the Development issued by the Building Authority.
- "Open Kitchen" means the open kitchen (if any) provided within a Residential Unit and such open kitchen is for the purpose of identification shown marked "OPEN KITCHEN" on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto.
- "Open Kitchen Unit" means a Residential Unit with Open Kitchen. All Residential Units are Open Kitchen Units.
- "Ordinance" means the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong).
- "Owner" means each person in whom for the time being any Undivided Share is vested and appears from the records at the Land Registry to be the owner of such Undivided Share and every joint tenant or tenant in common of any Undivided Share, and (where any Undivided Share has been assigned or charged by way of mortgage or charge) includes both the mortgagor or chargor, and the mortgagee or chargee in possession of or having foreclosed such Undivided Share Provided that (subject to the provisions of the mortgage or charge) the voting rights attached to such Undivided Share by the provisions of this Deed is exercisable only by the mortgagor or chargor unless the mortgagee or chargee is in possession of or has foreclosed or has appointed a receiver to manage such Undivided Share.
- "Owners' Committee" means a committee of the Owners of the Development established under the provisions of this Deed.
- "Owners' Corporation" means the corporation of the Owners incorporated under section 8 of the Ordinance.
- "Parking Space for

- “Disabled Persons” disabled persons as defined in the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation as referred to in Special Condition No.(21)(b)(i) of the Government Grant, which is for the purpose of identification shown coloured Yellow and marked “V1” on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “person” means a natural person, a legal person, a body corporate or unincorporated or other judicial person, partnership, firm, joint venture or trust.
- “QRA” means the QRA as defined in Special Condition No.(34)(b) of the Government Grant.
- “Reception Counter” means the reception counter on the Ground Floor of the Development which reception counter is for the purpose of identification shown coloured Indigo and marked “RECEPTION COUNTER” on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “Resident’s Recreational Facilities” means all recreational facilities and facilities ancillary thereto and other areas or facilities provided within the Development, in accordance with Special Condition No.(10) of the Government Grant, for use by the residents of the Residential Units and their bona fide visitors for recreational purposes. The Resident’s Recreational Facilities are for the purpose of identification shown coloured Yellow hatched Black on the plan (Drawing No.DMC-01) (certified as to its accuracy by the Authorized Person) annexed hereto.
- “Residential Common Areas” means all those areas or parts of the Land and the Development, the right to the use of which is designated by the First Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of all the Residential Units, and is not given by this Deed or otherwise to the First Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing:-
- (a) Loading and Unloading Space;
 - (b) Visitors’ Parking Spaces (which include, for the avoidance of doubt, the Parking Space for Disabled

Persons);

- (c) Bicycle Parking Spaces;
- (d) Resident's Recreational Facilities;
- (e) Greenery Area (excluding those forming part of the Development Common Areas);

- (f) Communal Sky Garden;
- (g) Areas for Air-conditioning;
- (h) non-structural prefabricated external walls (to the extent they form part of the Residential Common Areas) (which are for the purpose of identification shown Yellow stippled Black on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto);
- (i) lift pit , accessible lift pit and service corridor;
- (j) lift, accessible lift, Telecommunications & Broadcasting Equipment Room, lift shaft, fireman's lift lobbies (excluding those forming part of the Development Common Areas), planters, Pipe Duct, Electrical Duct, staircases, Hose Reel, Transfer Plate, Extra Low Voltage Duct, Refuse Storage & Material Recovery Room, water meter cabinet, flat roof, balcony covers, Fan Room (for Refuse Storage & Material Recovery Chamber), Air Duct (for Refuse Storage & Material Recovery Chamber), dog house, upper roof, top roof, Extra Low Voltage Room;
- (k) the covered areas beneath the lowest balconies and the covered areas beneath the lowest utility platforms which covered areas are for the purpose of identification shown on the plan (Drawing No.DMC-03) (certified as to its accuracy by the Authorized Person) annexed hereto; and
- (l) the external walls on the 2nd Floor, 3rd Floor to 19th Floor (4th Floor, 13th Floor and 14th Floor omitted) of the Development enclosing the Residential Common Areas.

Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow and marked with Black circles, Yellow hatched Black stippled Black, Yellow stippled Black, and Yellow hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

“Residential
Common Facilities”

means all those installations and facilities in the Residential Common Areas used in common by, or installed for the common benefit of, the Owners and occupiers of all the Residential Units and not for the exclusive use or benefit of any individual Owner or occupier of a Residential Unit or the Development as a whole and, without limiting the generality of the foregoing, including lift doors, lift buttons, exit signs, pipe ducts, ELV rooms & ducts, electrical ducts, air ducts and hose reels.

“Residential Parking
Space”

means a parking space provided within the Development in accordance with Special Condition No.(21)(a)(i) of the Government Grant and each space shall be a space shown on the approved car park layout plan under Special Condition No.(28) of the Government Grant.

“Residential Unit”

means any of the residential units within the Development designated for residential use and more particularly described in the Second Schedule and the Third Schedule hereto, including but not limited to:-

(a) balcony(ies) (if any), utility platform(s) (if any), balustrades enclosing a balcony and/or a utility platform held with and forming part of the Residential Unit;

(b) non-structural prefabricated external walls (which are for the purpose of identification shown stippled Black on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto);

(c) (if any) the full height wall having a fire resistant rating of not less than -/30/30 adjacent to the open kitchen within his own Open Kitchen Unit and the exit door of his own Open Kitchen Unit; and

(d) the inner half of the wall (if any) of the Residential Unit

facing the Residential Unit where the wall (i) abuts onto any part of the Development Common Areas (in which event, the other half of the wall shall form part of the Development Common Areas) or (as the case may be) (ii) abuts onto any part of the Residential Common Areas (in which event, the other half of the wall shall form part of the Residential Common Areas).

“SIA” means the SIA as defined in Special Condition No.(33)(a) of the Government Grant.

"Slopes and Retaining Walls" as defined in Clause 53.1 of this Deed.

“Special Fund” means a special fund to be set up by the Manager pursuant to the provisions of this Deed for expenditure in relation to the management of the Development of a capital and non-recurring nature for the purpose of paragraph 4 of Schedule 7 to the Ordinance.

“Tuen Mun Water Treatment Works” means the Tuen Mun Water Treatment Works as referred to in Special Condition No.(30)(a) of the Government Grant.

"Undivided Share" means an equal undivided part or share of and in the Land and of and in the Development allocated in accordance with the provisions of this Deed or a sub-deed of mutual covenant (if any).

"Unit" means a portion in the Development to which equal Undivided Shares in the Land and the Development have been or may be allocated and of which an Owner, as between himself and other Owners or occupiers of other parts of the Development, is entitled to exclusive possession, being either a Residential Unit or a Car Park.

“Visitors’ Parking Spaces” means the 5 spaces (namely, the spaces nos. V1, V2, V3, V5 and V6) for the parking of licensed motor vehicles referred to in Special Condition No.(21)(a)(iii) of the Government Grant and belonging to the bona fide guests, visitors or invitees of the residents of the Residential Units (among which the space no. V1 is also a Parking Space for Disabled Persons). For the purpose of identification, the Visitors’ Parking Spaces are shown coloured Yellow and marked “V1”, “V2”, “V3”, “V5” and “V6” on the plan (Drawing No.DMC-01) (certified as to its accuracy by the

“Works and
Installations”

Authorized Person) annexed hereto.

as defined in Clause 172.1 of this Deed.

SECTION II

EXCLUSIVE RIGHTS OF FIRST OWNER AND COVENANTING OWNER

1. The First Owner shall, at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, have the sole and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the Covenanting Owner, the whole of the Land and the Development together with the appurtenances thereto and the entire rents and profits thereof save and except the First Unit of the Development and save and except the Common Areas and Facilities.
2. The Covenanting Owner shall, at all times hereafter, subject to and with the benefit of the Government Grant and this Deed, have the full and exclusive right and privilege to hold, use, occupy and enjoy, to the exclusion of the First Owner, the First Unit of the Development together with the appurtenances thereto and the entire rents and profits thereof.
3. Subject to Section VIII of this Deed, the respective grants hereinbefore contained shall, in each case, be for the residue of the term of years set out in the First Schedule hereto.
4. Each Undivided Share and the sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall be held by the Owner from time to time of such Undivided Share subject to and with the benefit of the easements, rights, privileges and obligations, and the covenants and provisions contained in this Deed.
5.
 - (a) Nothing in this Deed conflicts with or is in breach of the conditions of the Government Grant. If any provision contained in this Deed conflicts with the Government Grant, the Government Grant shall prevail.
 - (b) All Owners (including the First Owner) and the Manager covenant with each other to comply with the conditions of the Government Grant so long as they remain as Owners or (as the case may be) the Manager. The covenants and provisions of this Deed are binding on all Owners and the benefit and burden thereof are annexed to the Land and the Development and to the Undivided Share(s) in respect thereof.
 - (c) The Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong) and any statutory amendments, modifications or re-enactments thereof for the time being in force shall apply to this Deed.
6. Every Owner shall have the full right and liberty without reference to any other Owner or any person who may be interested in any other Undivided Share(s) in any way whatsoever and without the necessity of making such other Owner or such person a

party to the transaction to sell, assign, mortgage, charge, lease, license or otherwise dispose of or deal with his Undivided Share(s) or interest of and in the Land and the Development together with the sole and exclusive right and privilege to hold, use, occupy and enjoy such part(s) of the Development which may be held therewith PROVIDED THAT any such transaction shall be expressly subject to and with the benefit of this Deed.

7. 7.1 The sole and exclusive right and privilege to hold, use, occupy and enjoy any part of the Development shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Undivided Share(s) with which the same is held PROVIDED ALWAYS that the provisions of this Clause, subject to the Government Grant, do not extend to any lease, tenancy or licence with a term not exceeding ten years.

7.2 The right to the exclusive use, occupation and enjoyment of any balcony or utility platform shall not be sold, assigned, mortgaged, charged, leased or otherwise dealt with separately from the Residential Unit with which such balcony or utility platform are held.

7.3 Residential Parking Spaces and Motor Cycle Parking Spaces shall not be:

7.3.1 assigned except

7.3.1.1 together with a Residential Unit or Residential Units; or

7.3.1.2 to a person who is already the Owner of a Residential Unit or Residential Units; or

7.3.2 underlet except to residents of the Residential Units

Provided that, in any event, not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the Owner, or underlet to the resident, of any one Residential Unit.

8. Each and every Owner covenants with the First Owner (which expression, for the purpose of this Clause, shall exclude its successors and assigns) with the intent that the covenants, rights, entitlements, exceptions and reservations herein conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run, and shall run with the Land and the Development and any interest therein, and shall apply notwithstanding any provisions to the contrary contained in this Deed, that the First Owner shall, for as long as it remains the beneficial owner of any Undivided Share of and in the Land and the Development, have the right at any time or times, and from time to time as it shall deem fit, to do all or any of the following acts or deeds and to exercise all or any of the following rights which are hereby expressly excepted

and reserved unto the First Owner, without the concurrence or approval of any other Owner, the Manager or any other person interested in the Land and the Development, except otherwise provided in the following sub-clauses:

- 8.1 The full and unrestricted right, privilege and power, at all reasonable times hereafter, to enter into and upon all parts of the Land (save and except those parts of the Development which have been sold or assigned by the First Owner for the exclusive use of other Owners) with all necessary equipment, plant and materials for the purposes of constructing and completing the Development, or any part thereof, in accordance with the Building Plans and, for such purposes, to carry out all such works in, under or over the Land as it may from time to time see fit, provided that nothing herein shall absolve the First Owner from obtaining any Government approval which may be required for the same. The rights of the First Owner to enter the Land (save and except those parts aforesaid) to carry out such works shall extend equally to all contractors, agents, workers and other persons authorized by the First Owner. The First Owner, in pursuance of such work, may from time to time issue, in writing, to the Owners, instructions as to the areas or parts of the Land (save and except those parts aforesaid) that the Owners, his/her/their servants, agents or licensees may or may not use or have access to or over while such works are being carried out Provided that:
 - 8.1.1 the First Owner shall, at its own expense, make good all damage caused to any Owner as a result of its acts in the course of the exercise of the rights under this sub-clause;
 - 8.1.2 the First Owner shall ensure that the least disturbance and inconvenience will be caused to any Owner or occupier of a Unit; and
 - 8.1.3 the First Owner shall ensure that an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit and the unimpeded access to and from his Unit shall not be affected.
- 8.2 The right to enter into a supplemental deed(s), or sub-deed(s), of mutual covenant in respect of any part or parts of the Land and the Development owned by the First Owner, Provided that such supplemental deed(s), or sub-deed(s), of mutual covenant shall not conflict with the provisions of the Government Grant or this Deed or any other supplemental deed, or sub-deed, of mutual covenant Provided, further, that such supplemental deed(s), or sub-deed(s), of mutual covenant shall require the approval of the Director of Lands, unless the Director of Lands, in its absolute discretion, waives the requirement of approval of such supplemental deed(s) or sub-deed(s) of mutual covenant where the Director of Lands is satisfied, upon submission of the draft supplemental deed(s) or sub-deed(s) of mutual covenant to the

Director of Lands, that the supplemental deed(s) or sub-deed(s) of mutual covenant relates only to the internal sub-division of an existing Unit and by the supplemental deed(s) or sub-deed(s) of mutual covenant, there will be no alteration to Common Areas or liability for management or other charges under this Deed.

- 8.3 The exclusive, full and unrestricted right and privilege from time to time to designate and/or re-designate the unit numbering of any part of the Development vested in the First Owner, provided that prior written approval of the Building Authority has been obtained.
- 8.4 Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained, the authority and right for the First Owner, at its own cost and expense, to negotiate and agree with the Government any amendment, alteration, variation or addition to the terms and conditions of the Government Grant, without the concurrence or approval of any Owner, and to execute any documents in the name of the First Owner only and/or on behalf and in the name of all or some Owners in connection therewith, without the necessity of joining in any other Owner, provided that such amendment, alteration, variation or addition or such documents shall not in any way affect an Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict access to or from any part of the Development. Any benefit, payment or compensation received in relation to or incidental to such amendments, alteration, variation or addition or document shall be credited to the Special Fund.
- 8.5 Notwithstanding and without prejudice to the generality of anything hereinbefore contained, subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained, the First Owner further reserves the right, at its own cost and expense, to apply to, negotiate and agree with the Government, with a view to amending, varying or modifying the Government Grant (including the plan(s) annexed thereto) or any conditions thereof, for installing, on government land, any pipes, sewers, subways or other facilities, whether serving exclusively the Development or any part thereof, in such manner as the First Owner may deem fit, without the concurrence or approval of any Owner, and to execute any documents in the name of the First Owner in connection therewith, without the necessity of joining in any other Owners, and any such amendment, variation or modification shall be binding on all the Owners, Provided always that such amendment, variation or modification shall not in any way affect the Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or impede or restrict access to or from any such Unit, Provided That nothing herein shall impose any obligation on the

First Owner to make any modification to the Government Grant or to enter into any other documents referred to above.

- 8.6 The full right and power to designate and declare, by deed or in writing, any area(s) or part(s) of the Land or the Development the sole and exclusive right to hold, use, occupy and enjoy of which and to receive the rents and profits therefrom is, for the time being, owned by the First Owner, to be additional Residential Common Areas or Development Common Areas whereupon, with effect from or for the duration of such designation or declaration, such area(s) or part(s) shall form part of the relevant type of Common Areas as hereinbefore defined, and the Owners or relevant Owners shall contribute to the maintenance and upkeep of the same, as if they were part of the relevant type of Common Areas, Provided that:
- 8.6.1 such designation is for the benefit of all Owners or the relevant Owners and the approval, by a resolution of Owners or the relevant Owners, at an Owners' meeting convened under this Deed has been obtained;
 - 8.6.2 the exercise of the rights of the First Owner under this Clause 8.6 shall not, in any way, interfere with any other Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy the Unit which such other Owner owns and his rights and interests under this Deed in respect of such Unit, and shall not restrict or impede such other Owner's right of access to and from Unit which such other Owner owns;
 - 8.6.3 all the Undivided Shares allocated to the additional Common Areas shall be assigned to, and vested in, the Manager in accordance with the provisions of this Deed by a separate deed.
- 8.7 Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained, the right for the First Owner, without the necessity of joining any other Owners as a party, but subject to the provisions of this Deed, from time to time in the name of all Owners to negotiate with Government and to surrender, dedicate or assign any of the Common Areas, or any part thereof, to the Government or the public, as the case may be, and to accept from Government such land, in exchange for or in addition to the Common Areas, as Government shall grant Provided that, in making such surrender, dedication or assignment, the First Owner shall not interfere with an Owner's sole and exclusive right and privilege to hold, use and occupy the part of the Development to which he is entitled, or unreasonably impede or restrict the Owner's access to and from any such part of the Development, and Provided that any benefit, payment or

compensation received shall be credited to the Special Fund, and Provided further that if any land is granted by the Government and added to the Common Areas as aforesaid, such additional Common Areas together with any Undivided Shares allocated thereto shall be assigned to and vested in the Manager, in accordance with the provisions of this Deed, by a separate deed.

8.8 The right to change, amend, vary, add to or alter the Building Plans for any part or parts of the Land and the Development (save and except those parts of the Development which have been sold or assigned by the First Owner for the exclusive use of other Owners) without the concurrence or approval of the Owners or any of the parties hereto But nothing herein shall absolve the First Owner from the requirements of obtaining the prior written consent of the Director of Buildings and any other statutory Government Authorities pursuant to the Government Grant provided that any such change, amendment, variation, addition or alteration shall not interfere with an Owner's right to hold, use, occupy and enjoy the part of the Development which he owns or unreasonably impede or restrict the access to and from any such part of the Development.

8.9 Subject to the prior approval by a resolution of Owners at an Owners' meeting convened under this Deed being obtained and the terms and conditions of the Government Grant, the right to obtain the grant of, and to grant, easements, rights of way, quasi-easements, rights, privileges and/or licences from or to the Government or other owner(s) of any adjacent land and/or adjacent building or any person for the benefit of the Land and the Development on such terms and conditions and in such manner as the First Owner may deem fit without the concurrence or approval of any Owner, and to execute any documents in the name of the First Owner in connection therewith, without the necessity of joining in any other Owners, Provided always that such amendment, variation or modification shall not in any way affect the Owner's sole and exclusive right and privilege to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict access to or from any such Unit and Provided Further that all monetary consideration (if any) received therefor pursuant to this sub-clause shall be credited to the Special Fund.

9. In connection with the exercise of or incidental to the rights of the First Owner (which expression, for the purpose of this Clause, shall exclude its successors and assigns) mentioned in the preceding Clause 8 of this Deed, each Owner agrees that the First Owner may, without joining the Owners, sign and/or seal and execute such deed(s) or document(s) as it or they consider(s) necessary or desirable, and each Owner does hereby irrevocably appoint the First Owner as his attorney (who may act through such officers or employees, as the attorney may from time to time appoint) to exercise, effect and perform and/or to sign and/or seal and execute any deed(s) and document(s) on his behalf and, as his

act and deed, to deliver such deed(s) and document(s) as shall be required in connection with the exercise of such rights by the First Owner to effectuate any of the aforesaid purposes, and such Owner hereby covenants that he will ratify and confirm all that the First Owner, as such attorney as aforesaid, shall lawfully do or cause to be done by virtue of this Deed, and that the power of attorney hereby given shall bind the executor or executors and the administrator or administrators and the successor or successors and assign or assigns of such Owner and shall not be revoked by the death, incapacity or the winding up (as the case may be) of such Owner.

10. An Owner shall not assign his Unit unless the relevant assignment includes the following covenants:

“The Purchaser hereby covenants with the Vendor for itself and, if applicable, as agent for One Gold Investment Limited (hereinafter referred to as “Developer”), to the intent that these covenants shall run with the Property and be binding on the Purchaser, his executors, administrators, successors in title and assigns and the owner or owners thereof for the time being and any other person or persons deriving title under the Purchaser (each and all of whom including the Purchaser is, and are, hereinafter included in the expression “the Covenanting Purchaser”) and shall enure for the benefit of the Undivided Share(s) of and in the Land and the Development held by the Vendor and/or (as the case may be) Developer and be enforceable by the Vendor and/or (as the case may be) Developer that:

- (i) the Covenanting Purchaser grants, confirms and acknowledges the rights, liberty and privileges conferred on the Developer as the First Owner under Clause 8 of the Deed of Mutual Covenant incorporating Management Agreement, and the Covenanting Purchaser shall not do, or permit anything to be done, which will affect the exercise of the said rights, liberty and privileges by the Developer.
- (ii) The Covenanting Purchaser hereby appoints the Developer, acting singly, to be its attorney (who may act through such officers or employees as Developer may from time to time appoint) and grants unto the Developer the full right, power and authority to do all acts, matters and things and to execute and sign, seal and, as the act of the Covenanting Purchaser, deliver such deed and to sign such documents or instruments as may be necessary for the exercise of, or incidental to the exercise of, the rights, liberty and privileges conferred on the Developer as the First Owner under Clause 8 of the Deed of Mutual Covenant incorporating Management Agreement as aforesaid, and that the Covenanting Purchaser will ratify and confirm all that the Developer shall lawfully do or cause to be done, and that the power of attorney hereby given shall bind the executor(s) and the

administrator(s) and the successor(s) and the assigns of the Covenanting Purchaser and shall not be revoked by the Covenanting Purchaser or by the death, incapacity or winding up (as the case may be) of the Covenanting Purchaser.

- (iii) The Covenanting Purchaser shall abide by the provisions in the Deed of Mutual Covenant incorporating Management Agreement as if the same terms and covenants on the part of the Covenanting Owner set out therein are made directly by the Covenanting Purchaser.
- (iv) The Covenanting Purchaser shall not assign the Property unless the relevant assignment includes the same binding covenants as the covenants (i), (ii), (iii) and (iv) herein contained

Provided that, upon the Covenanting Purchaser complying with and performing the covenant (iv) hereinbefore contained, the Covenanting Purchaser shall not be liable for any breach of the covenants (i), (ii) and (iii) hereinbefore contained which may happen after the Covenanting Purchaser shall have sold or otherwise disposed of the Property in respect whereof such purchaser or assignee shall have entered into such covenants similar in scope and extent as the covenants (i), (ii), (iii) and (iv) hereinbefore contained.”

SECTION III

EASEMENTS, RIGHTS AND PRIVILEGES THE BENEFIT OF WHICH IS HELD
WITH EACH RESIDENTIAL UNIT OR CAR PARK

A. Residential Units

11. The Owner of a Residential Unit shall have the benefit of the following easements, rights and privileges, subject to the provisions of this Deed and the House Rules, and subject to the rights of the First Owner and the Manager:

- 11.1 Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass, over and along the Residential Common Areas and the Development Common Areas and to use the Residential Common Facilities and the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Residential Unit.
- 11.2 The right to subjacent and lateral support and to shelter and protection from the other parts of the Development.
- 11.3 The free and uninterrupted passage and running of water, sewage, electricity, ventilation, telephone and various other services from and to the Residential Unit owned by the Owner, through the sewers, drains, watercourses, cables, pipes and wires which now are, or may at any time hereafter be, in, under or passing through such Residential Unit or the Development or any part or parts thereof, for the proper use and enjoyment of the Residential Unit owned by the Owner.
- 11.4 The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (if applicable) the Owner of the relevant Unit (which consent shall not be unreasonably withheld), to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance or repair of his Residential Unit (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

B. Car Parks

12. The Owner of a Car Park shall have the benefit of the following easements,

rights and privileges, subject to the provisions of this Deed and the House Rules, and subject to the rights of the First Owner and the Manager:

- 12.1 Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go, pass or repass, over and along the Development Common Areas and to use the Development Common Facilities for all purposes connected with the proper use and enjoyment of such Car Park.
- 12.2 The free and uninterrupted passage and running of sewage, electricity, ventilation and various other services from and to the Car Park owned by the Owner, through the sewers, drains, watercourses, cables, pipes and wires which now are, or may at any time hereafter be, in, under or passing through such Car Park or the Development or any part or parts thereof, for the proper use and enjoyment of the Car Park owned by the Owner.
- 12.3 The right for any Owner, with or without workmen, plant, equipment and materials, at all reasonable times after obtaining (except in the case of emergency) the consent of the Manager or (if applicable) the Owner of the relevant Unit (which consent shall not be unreasonably withheld), to enter upon other parts of the Land and the Development as may be necessary for the purpose of carrying out any works for the maintenance or repair of his Car Park (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) causing as little disturbance as possible and forthwith making good any damage caused thereby.

SECTION IV

EASEMENTS, RIGHTS AND PRIVILEGES SUBJECT TO WHICH EACH
RESIDENTIAL UNIT OR CAR PARK IS/ARE HELD

A. Residential Units

13. The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Residential Unit is held:

13.1 The Manager shall have full right and privilege, at all reasonable times, subject to reasonable prior written notice (except in the case of emergency), with or without employees, contractors, agents, surveyors, workmen and others, to enter into, go, pass or repass over, along and upon each Residential Unit for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.

13.2 Easements, rights and privileges of the Owners of other Residential Units under Clause 11 hereof.

13.3 Easements, rights and privileges of the Owners of the Car Parks under Clause 12 hereof.

13.4 Easements, rights and privileges of the First Owner under Clause 8 hereof.

B. Car Parks

14. The following are the easements, rights and privileges subject to which each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Car Park is held:

14.1 The Manager shall have full right and privilege, at all reasonable times, subject to reasonable prior written notice (except in the case of emergency), with or without employees, contractors, agents, surveyors, workmen and others, to enter into, go, pass or repass over, along and upon each Car Park for the purpose of carrying out necessary repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas or the Common Facilities or other Owners Provided that the Manager shall in

the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.

- 14.2 Easements, rights and privileges of the Owners of other Car Parks under Clause 12 hereof.
- 14.3 Easements, rights and privileges of the Owners of the Residential Units under Clause 11 hereof.
- 14.4 Easements, rights and privileges of the First Owner under Clause 8 hereof.

C Provisions applicable to all Owners

15. The Manager shall have full right and authority to control and manage the Common Areas and Facilities, or any part thereof, subject to the provisions of this Deed and the Government Grant.

SECTION V

COVENANTS, PROVISIONS AND RESTRICTIONS TO BE OBSERVED
AND PERFORMED BY THE OWNERS

A. Covenants, provisions and restrictions to be observed and performed by the Owners

16. Every Owner, on ceasing to be the Owner of any Unit of the Development, shall forthwith notify the Manager in writing of such cessation, and of the name and address of the new Owner and, without prejudice to the liability of the new Owner, every such Owner shall remain liable for all sums payable in accordance with the provisions of this Deed and for the observance and performance of the terms and conditions hereof up to the date of such cessation.

17. Each Owner shall promptly pay and discharge all existing and future taxes, rates, assessments and outgoings of every kind and description for the time being assessed or payable in respect of the Unit owned by him, and shall indemnify the other Owners from and against all liability therefor. Without limiting the generality of the foregoing, if any Unit shall have its own separate government water meter, then the water charges for the supply of water to such Unit shall be paid by the Owner thereof, but if two or more Units share the same government water meter, the water charges for the supply of water to such group of Units shall be shared and paid by the Owners thereof in proportion to the number of such Units for the time being owned by such Owners.

18. Each Owner shall pay to the Manager, on the due date, his due proportion of the management expenditure and Special Fund as hereinafter provided.

19. No Owner shall make, or allow to be made, any structural alteration or addition to the Unit owned by him which may damage or interfere with or affect the rights of any other Owner or interfere with the use and enjoyment of any other part or parts of the Development, whether in separate or common occupation and, in any event, no Owner shall make, or allow to be made, any structural alteration to his Unit without obtaining the prior written consent of the Manager. In any event, the Owner of the relevant Unit shall obtain the prior written consent (if necessary) of the Director of Buildings and any other statutory Government authorities in respect of any structural alteration to the relevant Unit. No Owner shall use, cut, injure, alter or interfere with any part or parts of the Common Areas, or any of the Common Facilities, or any equipment or apparatus on, in or upon the Land or the Development, not being equipment or apparatus for the exclusive use and benefit of any individual Owner. An Owner shall not be prevented from taking legal action against another Owner in respect of a breach of this Clause.

20. No Owner shall do, permit or suffer to be done, any act or thing in contravention of the covenants and conditions in the Government Grant under which the

Land is held from the Government, or whereby any insurance on the Development, or any part thereof, may become void or voidable, or whereby the premium for any such insurance may be increased and, in the event of any breach of this Clause by an Owner, in addition to any other liability incurred thereby, such Owner shall pay the amount of any increase in premium caused by or on account of such breach. In the event of the Development, or any part thereof, being damaged or destroyed by fire or other perils at any time, and the insurance money under any insurance against fire or such perils effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of such Owner as aforesaid, then and in such event, such Owner shall pay to the other Owners the whole or (as the case may be) a fair proportion of the cost of completely rebuilding or reinstating the same.

21. Each Owner shall be responsible for, and shall indemnify the Manager and all other Owners and occupiers of any part of the Development against, all actions, proceedings, claims and demands whatsoever arising out of, or in respect of, any loss or damage to any person or property, caused by or as the result of any act or negligence of such Owner or any occupier of any part of the Development owned by such Owner or any person using such part of the Development with his consent, express or implied, or by or through or in any way owing to the overflow of water or other effluent therefrom.

22. Each Owner shall be responsible to the Manager and the other Owners for the time being for the acts and omissions of all and any person(s) occupying, with the Owner's consent, express or implied, the Unit owned by him, and shall pay all costs, charges and expenses incurred in repairing or making good any loss or damage caused by any act, neglect or default of any such person(s). In the case of any loss or damage which the Manager is responsible to make good or repair, such costs, charges and expenses shall be recoverable by the Manager as hereinafter provided and, in the case of loss or damage suffered by other Owners or occupiers of any part of the Development which the Manager is not responsible to repair or make good, such costs, charges and expenses, together with all other damages recoverable by law, shall be recoverable by the person or persons sustaining the loss or damage.

23. No Owner shall, at any time, exercise or attempt to exercise any statutory or common law right to partition the Land and the Development.

24. No Owner shall do, or permit or suffer to be done, and each Owner shall take all possible steps to prevent his tenants, occupiers or licensees from doing, any act, deed, matter or thing which, in any way, interferes with or affects, or which is likely to interfere with or affect, the maintenance of the Development.

25. Each Owner shall, notwithstanding the obligations of the Manager to maintain the Development, keep the Unit (including, without limitation, the Green and Innovative Features forming part of such Unit) in respect of which he is entitled to exclusive possession, use and/or enjoyment and all those fixtures, fittings, services or

facilities which exclusively serve the same, whether or not they are located inside his Unit in good repair and condition, and shall maintain the same at his own expenses to the satisfaction of the Manager, and in a manner so as to avoid any loss, damage, nuisance or annoyance to the Owners or occupiers of any other part or parts of the Development. The expenses of keeping in good and tenable repair and condition the interior of each Unit (including, without limitation, the Green and Innovative Features forming part of such Unit) and all the fixtures and fittings and all plumbing and other utility fittings and services therein or appertaining thereto (whether or not they are located inside or outside the Unit) and all the windows, window panes and doors thereof shall be borne by such Owner who is entitled to the sole and exclusive use occupation and enjoyment thereof.

26. No partitioning shall be erected or installed which does not leave clear access for fire exits, and no windows shall be wholly or partially blocked, or light and air therefrom in any way obstructed.

27. No Owner shall use, or permit or suffer to be used, his Unit for any illegal or immoral purpose, and no Owner shall use, or permit or suffer to be used, the Unit owned by him, for any purpose other than that permitted by the Government Grant and the Building Authority and in accordance with the Occupation Permit, any applicable ordinance, code of practice or other regulations and any Government or other permit, consent or requirement from time to time applicable thereto and, in particular, no Owner shall use or permit or suffer any part of the Development to be used as a mahjong school, funeral parlour, columbarium, any niche or other form of storage of cinerary urns, temple, coffin shop or Buddhist hall, or for the performance of the ceremony known as "Ta Chai (打 齋)" or any similar ceremony, or as a boarding house, dance hall, ballroom, guest house, hotel apartment, hostel, hostel for the elderly or pawn shop, or for any offensive trade or business, or cause or permit or suffer to be done any act or thing in his Unit which may be in contravention of any of the terms and conditions in the Government Grant, or which may become a nuisance or annoyance to, or cause danger to, any other Owner or occupier for the time being of any other part of the Development.

28. No part of the Common Areas shall be obstructed or encumbered, nor shall any article, box, material, refuse or any other matter, thing or item be placed or left thereon, nor shall any part of such Common Areas be used for any business or private purpose, and no Owner shall do, or suffer or permit to be done, anything in any part of the Common Areas that may be, or become, a nuisance or that may cause annoyance to any other Owner or occupier of the Development.

29. The refuse storage and material recovery chamber and/or garbage disposal areas (if any) provided in the Development shall be used only in the manner prescribed by and subject to the House Rules.

30. No Owner shall have any right to enter any of the areas housing any Common Facilities or to alter, repair, connect to, or in any other way interfere with or affect

the working of, any of the Common Facilities unless the prior written consent of the Manager is obtained and the least disturbance shall be caused by such Owner and any damage caused thereby shall be made good by the Manager at the expense of such Owner. If any Owner should enter any such areas without the prior written consent of the Manager or if any Owner should cause any loss or damage to any of the Common Areas or Common Facilities, whether or not in the course of attempting to enter, repair, connect to or interfere with or affect the working of any of the Common Facilities or otherwise, any remedial work or action that may be required to deal with or address, any loss or damage that may have been caused or incurred or that may arise from anything done or cause or permit to be done by an Owner shall be carried out at the expense of such Owner.

31. No Owner shall be entitled to connect to any aerial or other antenna installed by the Manager, except with the permission of the Manager first had and obtained, and in accordance with any House Rules relating to the same. No Owner shall affix or install any private aerial or antenna outside his own Unit, or on or outside any part of the Development.

32. No Owner shall do, or permit to be done, any act or thing which may, or will, in any way alter the external appearance of the Development, or any part thereof or the exterior or external appearance of any Unit and, in particular, no external shade, awning, fence, metal grille, partition or any other structure or thing shall be placed, installed, exhibited, affixed, erected or attached, or caused or permitted to remain in, about, on or at any part of the external walls, flat roofs or roofs of the Development, or any part thereof nor shall any Owner, without the prior consent in writing of the Manager, carry out any repair, decoration, alteration or works to his Unit, or any part thereof, that may alter or affect the external appearance or the original design of the façade of any Unit.

33. Without prejudice to the other provisions of this Deed, no external sign, signboard, notice, flag, banner, pole, cage, bracket, rack, stand, flower shelf or other projection or structure whatsoever shall be erected or installed on, or otherwise affixed to, or project from or extend beyond, any part of the exterior of the Development, or any part thereof, without the prior written consent of the Manager and (if necessary) the Director of Lands, the Buildings Department and/or other relevant Government authorities, and no Owner shall erect, affix, install or attach, or permit or suffer to be erected, affixed, installed or attached in, to or on external part of, or to be displayed from, any Unit any sign, signboard, notice, flag, banner, pole, cage, bracket, rack, stand, flower shelf or other projection or structure of any description whatsoever, whether for advertising or otherwise, without the prior written approval of the Manager and (if necessary) the Director of Lands, the Buildings Department and/or other relevant Government Authorities. In any event, no Owner shall erect, affix, install or attach, or permit or suffer to be erected, affixed, installed or attached any advertisement in, to or on external part of any Unit.

34. No Owner shall throw out or discard, or permit or suffer to be thrown out or discarded, from any part of the Development owned by him, any refuse, rubbish, litter, article or thing whatsoever, except in the course of the proper disposal thereof and by using

the facilities for such disposal provided by the Manager.

35. All Owners (including the First Owner), as long as they remain Owners, shall at all times observe and perform the House Rules and comply with the terms and conditions of the Government Grant and this Deed.

36. Each Owner may, at his own expense, install in the Unit owned by him additions, improvements, fixtures, fittings and decoration and may remove the same Provided, however, that no such installation or removal shall cause any structural damage or interfere with the proper enjoyment and use of any other part of the Development.

37. Clothing or laundry may only be hung, dried or placed in the spaces, if any, specifically provided in Residential Units for such purpose and shall not be hung anywhere in the Common Areas or anywhere outside any Residential Unit or in any Car Park or any part thereof. No Owner shall place any personal objects outside his Unit. In any event, no permanent fixture at ceiling soffit and external walls for clothing, laundry, bird cage or pot plant at the balcony (if any) and utility platform (if any) of his Residential Unit is allowed.

38. No Owner shall do, or suffer or permit to be done, anything whereby any part of any flushing or drainage system of the Development may be clogged, or whereby the efficient working thereof may be impaired, or whereby the supply of water or electricity shall be affected, or is likely to be affected.

39. No Owner shall store, or permit or suffer to be stored, in the part of the Development owned by him or in any other area, any hazardous, dangerous, explosive or combustible goods or materials, except such as may be permitted by licence issued by the Fire Services Department under the Dangerous Goods Ordinance (Chapter 295 of the Laws of Hong Kong) or other competent authority concerned and, in any event, only with the prior written approval of the Manager.

40. No Owner shall obstruct access to any means of escape in or on any flat roofs, roofs, entrance areas, smoke lobbies, lift lobbies or any other areas in the Common Areas, all of which shall, at all times, remain open and unobstructed, in compliance with the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong), the Code of Practice for Fire Safety in Buildings, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) or other relevant Government and other regulations, ordinances, by-laws or codes of practice (collectively "Relevant Regulations"). In case any access to any means of escape is being obstructed, the Manager shall have the power to restore the access to the condition required to comply with Relevant Regulations at the expense of the Owner responsible or in breach or default.

41. No Owner shall install, affix or attach, or permit or suffer to be installed, affixed or attached in, on or at any door or entrance of any Unit, any metal grille, shutter or

gate which may in any way contravene the Fire Services Ordinance (Chapter 95 of the Laws of Hong Kong) and/or the regulations of the Fire Services Department and/or other competent authorities concerned from time to time in force.

42. No Owner shall cause any damage to, or interfere in any way with, the Common Areas and/or the Common Facilities or any part thereof.

43. No Owner shall do anything in or anywhere within the Development whereby any vibration, resonance, excessive noise or other form of disturbance is created to the detriment of the Development or other persons in or outside the Land, Provided that the determination of the Manager as to whether any such vibration, resonance or noise or other form of disturbance is excessive shall be conclusive and Provided Further that in the event of a breach hereof by the Owner the defaulting Owner shall make good any damage caused thereby to the Development or any part or parts thereof or to the occupants thereof And Provided Further that the making good of such damage as aforesaid shall be without prejudice to any further right which the Manager may exercise by virtue of such breach..

44. No Owner shall alter, or permit or suffer to be altered, any part of the sprinkler systems, firefighting equipment or fire prevention systems installed in any part of the Development, except that any such alteration shall be carried out by the Manager, or a registered fire services installation contractor approved by the Manager, at the expense of such Owner causing the alteration, in accordance with the Fire Service (Installation Contractors) Regulations (Chapter 95A of the Laws of Hong Kong) and with the prior approval of the Manager and the Fire Services Department.

45. (a) No Owner shall install any air-conditioning unit, fitting or plant or any other fitting or fixture through any window or any part of any external wall of the Development (except in positions already provided for such purpose) or otherwise at any location not already provided for or designed for such purpose without the prior written consent of the Manager and (if necessary) the Director of Lands and/or the Buildings Department and/or other relevant Government authorities to any such installation and the conditions of any such consent having been complied with. In any event, no air-conditioning unit, fitting or plant shall be hung or installed from ceiling soffit or fixed on the external wall of any part of the Development. For the avoidance of doubt, no individual air-conditioner platform or Areas for Air-conditioning shall be erected or cause to be erected by any Owner of a Residential Unit at the external walls of the Development.

(b) No Owner shall alter or remove any part of the Areas for Air-conditioning (including any grille enclosing or attached to such Areas for Air-conditioning or any screen separating such Areas for Air-conditioning from any balcony or utility platform), whether for the purpose of installing, removing or maintaining any air-conditioning unit or otherwise. No structure or thing except air-conditioning unit shall be placed, installed, exhibited, affixed, erected or attached or caused or permitted to remain in, about, on or at any part of the Areas for Air-conditioning.

(c) No Owner shall use, cut, injure, alter, damage, remove or interfere with any common pipes, drains, sewers, services being in, under, over or adjacent to any part of the Common Areas, whether located on, within or adjacent to any Areas for Air-conditioning. The Manager shall have full right and privilege at all reasonable times, upon reasonable prior written notice (except in case of emergency), with or without agents, surveyors, workmen and others to enter into such part(s) of the Units for the purposes of effecting necessary inspection, repairs and maintenance works Provided that the Manager shall in the exercise of such right ensure that the least disturbance is caused to the Units and shall at his own costs and expense repair any damage so caused and shall be liable for the negligent, wilful or criminal acts of the Manager, his employees and contractors.

(d) The Areas for Air-conditioning shall not be used for any purpose other than for placing or installing air-conditioning units.

46. No Owner shall use the Common Areas, or any part thereof, for the purpose of drying or hanging laundry, or hanging or placing or storing any dustbin, garbage can, furniture, machinery, goods, personal items or chattels or other things thereon or therein.

47. No Owner shall install any furnace, boiler or other plant or equipment, or use any fuel in any part of the Development that might, in any circumstance, produce smoke, liquid, solid or otherwise, or that may constitute a breach of any provisions of the Government Grant or any legislation, rule or regulation from time to time in force.

48. Each Owner shall comply with and observe all ordinances, by-laws, regulations and rules from time to time in force in Hong Kong including, but not limited to, those governing the control of any form of pollution (including noise and water pollution), whether aerial or otherwise, and for the protection of environment.

49. No Owner shall, without the prior written consent of the Manager and the Director of Environmental Protection, discharge, or permit or suffer to be discharged, unto any public sewer, storm-water drain or channel, any trade effluent or foul or contaminated water or cooling water.

50. Each Owner shall, at his own expense and to the satisfaction of the Director of Fire Services, provide access for fire appliances and fire personnel to the Land and the Development and shall permit access thereof for such purposes, and at such time or times as the said Director may require. Each Owner shall, throughout the term of the Government Grant, maintain the said access at his own expense and to the satisfaction for the said Director.

51. Each Owner shall observe and perform all the covenants, agreements and conditions contained in the Government Grant on the part of the Owner to be observed and

performed, so far as the same relate to the Undivided Shares of the Land and the part of the Development owned by such Owner, and such Owner shall from time to time, and at all times, keep the other Owners of the Development fully indemnified from and against all proceedings, costs, claims and expenses on account of any failure to perform and observe any of the said covenants, agreements and conditions, so far as they relate as aforesaid.

52. All complaints touching or concerning the Land and the Development shall be made in writing to the Manager.

53. Slopes and Retaining Walls (if any)

53.1 The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of any and all slopes (if any), slope treatment works (if any), retaining walls (if any) and other structures (if any) within or outside the Land (collectively “the Slopes and Retaining Walls” (if any)) as required by the Government Grant and in accordance with the Geoguide 5-Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual for the Slopes and Retaining Walls (“the Slope Maintenance Manual”) prepared in accordance with such Geoguide 5.

53.2 The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls (if any) in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to “the Manager” includes the Owners’ Corporation, if formed.

53.3 All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any).

53.4 The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls (if any) under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

53.5 The First Owner shall deposit a full copy of the Slope Maintenance Manual in the Reception Counter within one month after the date of this Deed for

inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

54. (a) No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee. Any payment received for the granting of such approval shall be credited to the Special Fund.

(b) No Owner (including the First Owner) shall have the right to convert or designate as Common Areas and Facilities such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by him unless the approval by a resolution of the Owners at an Owners' meeting convened under this Deed has been obtained. Neither the Owners (including the First Owner) nor the Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his own use or for his own benefit.

55. No Owner shall overload the floors of the Development, or any part thereof, or any of the electrical installations and circuits or any of the mains or wiring of or in the Development, or use water supply in any improper manner.

56. The Parking Space for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to residents of the Residential Units and their bona fide guests, visitors or invitees and in particular the Parking Space for Disabled Persons shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

57. The Greenery Area shall not be used for any purpose other than for planting of trees, shrubs, grasses, flowers or other flora types of vegetation. The Greenery Area shall not be used for any other purposes without the prior consent of the Building Authority.

58. The Resident's Recreational Facilities shall not be used for any purpose other than for active and passive recreational purposes for the use and enjoyment by the residents of the Residential Units and their bona fide visitors.

59. (a) The Communal Sky Garden shall not be used for any purpose other than for exclusive use and enjoyment of the Owners, residents and tenants of the Residential Units and their visitors only as indicated on the Building Plans. The Communal Sky Garden shall not be used for any other purpose or by any other person without the prior consent of the Building Authority.

(b) The Covered Landscaped and Play Areas shall not be used for any purpose other than for communal activities.

(c) The Guard House shall not be used for any purpose other than office accommodation for security guards or caretakers or both, who are wholly and necessarily employed on the Land.

60. No grave or columbarium shall be erected or made on the Land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

61. The covenants, provisions and restrictions set out in this Sub-Section A shall be subject to, and without prejudice to, the rights reserved to the First Owner under Clause 8 of this Deed.

B. Covenants and provisions applicable to Owners of Residential Units

62. Without prejudice to the other provisions of this Deed, no Residential Unit shall be used for any purpose other than for private residential purposes and, in particular, no Residential Unit shall be used as a boarding house, apartment house, hotel apartment, guest house, hostel, hostel for the elderly, dance hall, ballroom or for any form of commercial letting or occupancy in bed spaces or cubicles or as a hostel or the like. No partitioning shall be erected or installed which does not leave clear access for fire exits, and no windows shall be wholly or partially blocked or the light and air therefrom in any way obstructed.

63. Open Kitchen Unit

63.1 The Owner of each Open Kitchen Unit shall observe and comply with, and shall procure and cause his tenants, licensees and/or occupants to observe and comply with, the Fire Safety Management Plan and any other revisions thereof and any guideline or direction that may be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan. In particular, the Owner of each Open Kitchen Unit shall be responsible for the maintenance, repair and reinstatement of the sprinkler head and smoke detector in his Open Kitchen Unit at his own cost and expense in accordance with all applicable laws, regulations, codes of practice and maintenance procedures and the direction of the Manager, and shall not alter, remove or obstruct any of the following without the prior written approval of the Manager:

- (a) the smoke detector(s) installed inside his Open Kitchen Unit and at the common lobby outside his Open Kitchen Unit;
- (b) the sprinkler head(s) installed at the ceiling immediately above the open kitchen within his own Open Kitchen Unit; and

- (c) the full height wall having a fire resistant rating of not less than -/30/30 adjacent to the open kitchen within his own Open Kitchen Unit and the exit door of his own Open Kitchen Unit. For the purpose of identification, the full height wall is shown coloured Brown on the plan (Drawing No.DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto.

The Owner of each Open Kitchen Unit shall only engage one of the registered fire services installation contractors as approved by the Manager to carry out the maintenance, repair and reinstatement of the sprinkler head and smoke detector in his Open Kitchen Unit.

- 63.2 The Owner of each Open Kitchen Unit shall allow and shall procure and cause his tenants, licensees and/or occupants to allow the Manager and/or any registered fire services installation contractor(s) as approved by the Manager to have access to and enter such Owner's Open Kitchen Unit to carry out inspection of and (if required) carry out works to the sprinkler head and smoke detector in the Open Kitchen Unit. Inspections of the sprinkler head and smoke detectors shall be carried out at least once a year, provided that if the Manager and/or the relevant Government authorities deem(s) necessary in its/her/their discretion, more frequent inspections have to be carried out. If it transpires or if it is found that any Owner of an Open Kitchen Unit has altered, removed or obstructed, or is altering, removing or obstructing, any of the sprinkler head, smoke detector, the full height wall having a fire resistant rating of not less than -/30/30 adjacent to the open kitchen within his own Open Kitchen Unit and the exit door of his own Open Kitchen Unit or has otherwise failed to observe or comply with the provision of Clause 63.1, the Manager and/or a registered fire services installation contractor(s) as approved by the Manager shall be entitled to enter the Open Kitchen Unit to carry out inspection, maintenance and/or reinstatement works and, in such a case, such Owner of the Open Kitchen Unit shall pay, and indemnify the Manager from and against, all the costs and expenses incurred in connection with any inspection, maintenance and/or reinstatement work.
- 63.3 The First Owner (which expression, for the purpose of this sub-clause, shall exclude its successors and assigns) shall, within one month of the date of this Deed, cause to be deposited, at the Reception Counter, a full copy of the Fire Safety Management Plan for inspection by the Owners free of charge, and for taking copies upon payment of a reasonable charge. All charges received for such copies shall be credited to the Special Fund.
- 64. No Owner shall erect or place, or cause or permit to be erected or placed, any

advertising sign or structure on any flat roofs or roofs of the Development, or any part thereof and the Manager shall have the right, at the cost and expenses of the Owner, to enter any such flat roofs or roofs and remove anything erected or placed thereon at the cost and expenses of the Owner.

65. Without prejudice to the other provisions of this Deed, no Owner shall erect, affix, install or attach, or permit or suffer to be erected, affixed, installed or attached, in or on any exterior part of any Residential Unit or any part thereof, or to be displayed from any Residential Unit, or any part thereof, whether exterior or interior, any sign, banner or structure of any description without the previous written approval of the Manager. Any such approval may be given subject to such conditions as the Manager may specify and shall be subject to revocation on reasonable notice. In any event, no Owner shall erect, affix, install or attach, or permit or suffer to be erected, affixed, installed or attached any advertisement in, to or on external part of any Unit.

66. Water closets and other water apparatus in the Development shall not be used for any purpose other than the purpose for which they were constructed, installed or provided, nor shall any rubbish, rag or article be thrown into the same. Any damage resulting from misuse of any water closet or apparatus shall be paid for by the Owner or occupier in whose Residential Unit it has been caused.

67. No Residential Unit, or any part thereof, shall be used for storage of goods or merchandise, except personal and household possession of the Owner or occupier.

68. Bicycles, baby carriages or similar vehicles shall not be allowed to obstruct and stand unattended in any passageways or the Common Areas.

69. Each Owner agrees, covenants and undertakes with the other Owners and the Manager the following:

69.1 Owners who have a common wall adjoining their respective Units or a wall dividing the land upon which the Units are constructed, shall each have the right to the use of the interior surface of the wall on his side. No Owner shall use any part of the wall in any way that interferes with the use and enjoyment of the other Owner. No Owner shall erect any fence or any structure or protrusion (such as spikes or wires) on top of the wall without the prior written consent of the other Owner and the prior written consent of the Manager. No Owner shall place any chattel, thing or structure of any kind so close to the wall as to cause leakage of water to the other side of the wall, or as to be likely to cause the wall to collapse or to be damaged or injured. If the wall, or any part thereof, except the interior surface of one side, is damaged or injured from any cause, other than due to any act or negligence of either party, it shall be repaired or rebuilt at the respective Owners' joint cost and expense. No Owner shall make any alteration or addition to the exterior, or any exterior part, of any wall of his Unit without

the prior written consent of the Manager.

69.2 Where any wall of a Residential Unit abuts onto any part of the Development Common Areas or (as the case may be) any part of the Residential Common Areas:-

(i) the inner half of such wall facing the Residential Unit shall form part of the Residential Unit and shall be maintained by the Owner of such Residential Unit in good repair and condition at his sole cost and expense and to the satisfaction of the Manager; and

(ii) the other half of the wall shall form part of the Development Common Areas or (as the case may be) the Residential Common Areas.

69.3 Each Owner shall keep and maintain his Unit (both interior and exterior), as well as all and any balconies, utility platforms and other areas the exclusive possession to which he is entitled, in good repair and condition and in such manner so as to avoid any loss, damage, nuisance, annoyance or disturbance to any other Owners or occupiers of the Development. Each Owner shall maintain the air-conditioning outdoor unit(s) and the associated pipework exclusively serving his Unit.

69.4 In addition, but without prejudice, to any restrictions as may be prescribed in the other provisions of this Deed, each Owner hereby covenants that he will not, without the prior written consent of the Manager, do or permit or suffer to be done any act or thing which may or will alter the external appearance or facade of any Unit. The Manager shall have absolute discretion in determining whether or not any written consent should be given. Where any such alteration is made without the Manager's prior written consent, the Manager shall have the right, by notice in writing, to demand the Owner concerned to restore his Unit to its original appearance and facade to a state consistent with that as when the Unit was first assigned to the purchaser thereof by the First Owner at the cost and expense of the Owner.

69.5 Without prejudice to the generality of clause 69.4 above, each Owner covenants and undertakes not to do, or cause or permit to be done, any of the following without having obtained the Manager's prior written approval:

(i) make any alteration or additions to the facade of his Unit.

70. Birds, cats or dogs can only be kept or harboured in any Residential Unit or

any part thereof subject to and in accordance with the House Rules. For the avoidance of doubt, no Owner shall bring onto or keep or harbour any pet, animal or fowl other than birds, cats or dogs on any Residential Unit or any part thereof.

71. Non-enclosed Areas

- 71.1 The Owner of any Non-enclosed Areas shall keep and maintain the interior of all such Non-enclosed Areas in good and substantial repair and condition and shall use the same, in all respects, in compliance with this Deed, the Occupation Permit, the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong) and such other ordinances, by-laws and Government regulations of the Hong Kong Special Administrative Region.
 - 71.2 The Owner of any Non-enclosed Areas shall not erect or affix, or cause or permit or suffer or allow to be erected or affixed, any wall or partition of any kind or material, whether of a permanent or temporary nature, on the Non-enclosed Areas, or any part thereof.
 - 71.3 The Owner of any Non-enclosed Areas shall not enclose, and shall not cause, permit, suffer or allow to be enclosed above safe parapet height other than as under the Building Plans, any of the Non-enclosed Areas in any way or by any material, irrespective of kind or nature, nor shall any such Owner affix, cause, permit, suffer or allow to be affixed, to any part of any Non-enclosed Areas, any sunshade, awning, ricket or protrusion of whatsoever kind or nature, it being the obligation of such Owner to keep and maintain the Non-enclosed Areas in the design and layout as drawn under the Building Plans.
 - 71.4 No part of any balcony or the covered areas beneath the balcony shall be enclosed above safe parapet height other than as under the Building Plans.
 - 71.5 No part of any utility platform or the covered areas underneath the utility platform shall be enclosed above safe parapet height other than as under the Building Plans.
 - 71.6 No Owner shall alter or remove any part of the balustrades enclosing the balcony held with and forming part of his Residential Unit.
 - 71.7 No Owner shall alter or remove any part of the balustrades enclosing the utility platform held with and forming part of his Residential Unit.
72. No Owner shall construct, install or add, or cause, permit or allow to be constructed, installed or added, any unauthorised structure, addition or alteration of

whatsoever nature, on any flat roofs, roofs, or any part of the Development, that may contravene any House Rules or any ordinance, by-law, code of practice or regulation promulgated by the Government from time to time.

73. (a) No Owner shall (i) plant or place, or cause, permit or allow to be planted or placed, any tree and shrub or (ii) erect, build or install, or cause, permit or allow to be erected, built or installed, any structure or other thing on any balconies, utility platforms, or other area of any Residential Unit owned by him which may cause the maximum floor load-bearing capacity of such balconies, utility platforms or other area to be exceeded, or which may otherwise cause any damage, loss, nuisance, annoyance or disturbance to any of the Common Areas, Common Facilities, other Units or other Owners or occupiers of the Development.

(b) No Owner shall (i) plant or place, or cause, permit or allow to be planted or placed, any tree and shrub or (ii) erect, build or install, or cause, permit or allow to be erected, built or installed, any structure or other thing except air-conditioning unit on any Areas for Air-conditioning.

74. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any clothing, laundry or object(s) in the Common Areas or outside his Residential Unit or within such part(s) of his Residential Unit.

75. The covenants, provisions and restrictions set out in this Sub-Section B shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of this Deed.

C. Covenants and Provisions Applicable to Owners of Car Parks

76. No Owner shall use any Car Park in the Development for any purpose other than for the sole purpose of parking the type of licensed motor vehicle or (as the case may be) motor cycle for which the Car Park is designed. No article, goods, item, chattel or thing except such motor vehicle or (as the case may be) motor cycle as aforesaid shall be allowed in the Car Park. Each Car Park shall be used solely for the purpose of parking one licensed motor vehicle or (as the case may be) one licensed motor cycle belonging to the Owners, residents or occupiers of the Residential Units or their bona fide guests, visitors or invitees and shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

77. Car Parks related matters

77.1 All Owners shall ensure that their vehicles are parked within their own Car Parks.

77.2 No Owner may park his vehicle in any manner that causes inconvenience or

annoyance to, or in any way obstructs, any Owner, user or occupier of any adjoining or other Units.

78. No vehicle may be driven or moved at any speed that exceeds the speed limit (if any) displayed in the Common Areas or as stipulated in the House Rules.

79. All vehicles must display, in a prominent position, the car identification badges or labels (if any) issued for such vehicles by the Manager, otherwise entry to the Development may be refused.

80. No Owner shall, except without the prior written consent of the Manager, make or cause or permit or allow to be made any alteration or addition to his Car Park or erect, install or add, or cause or permit or allow to be erected, installed or added, any post, gate, barrier or chain on, to or above the Car Park, or any part thereof.

81. No Owner shall sub-divide (whether horizontally or vertically) any Car Park (irrespective of its size and area) for any purpose including, but not limited to, sale, assignment, lease, licence, charge or disposal.

82. No Owner shall allow any vehicle parked in any Car Park to deteriorate to a condition that may be detrimental to the environment or environmental appearance of the Development.

83. No Owner shall, nor shall be allowed to, park more than one vehicle in each Car Park.

84. The covenants, provisions and restrictions set out in this Sub-Section C shall be subject to and without prejudice to the rights reserved to the First Owner under Clause 8 of this Deed.

SECTION VI

MANAGEMENT OF THE DEVELOPMENT

A. Appointment of Manager

85. The management of the Land and the Development shall be undertaken by the Manager.

86. Appointment and termination

86.1 Subject to the provisions of the Ordinance, the DMC Manager, is hereby appointed as the first manager to manage the Land and the Development for the initial term of TWO (2) years from the date of this Deed and, thereafter, shall continue to manage the Development until its appointment is terminated in accordance with the provisions of this Deed.

86.2 The appointment of the Manager shall be terminated:

- (a) by resignation from such appointment by the Manager giving not less than three (3) months' notice in writing of his intention to resign:-
 - (i) by sending such a notice to the Owners' Committee; or
 - (ii) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.

Such notice may be given:-

- (i) by delivering it personally to the Owner; or
- (ii) by sending it by post to the Owner at his last known address; or
- (iii) by leaving it the Owner's Unit or depositing it in the letter box for that Unit; or

- (b) if the Manager is wound up or has a receiving order made against it.

86.3 (a) Subject to sub-clause (d) of this clause, at a general meeting convened for the purpose, an Owners' Corporation may, by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate, terminate by notice the DMC Manager's appointment without compensation.

- (b) A resolution under sub-clause (a) of this clause shall have effect only if:
 - (i) the notice of termination of appointment is in writing;
 - (ii) provision is made in the resolution for a period of not less than 3 months' notice or, in lieu of notice, provision is made for an agreement to be made with the DMC Manager for the payment to him of a sum equal to the amount of the Manager's Remuneration which would have accrued to him during that period;
 - (iii) the notice is accompanied by a copy of the resolution terminating the DMC Manager's appointment; and
 - (iv) the notice and the copy of the resolution is given to the DMC Manager within 14 days after the date of the meeting.
- (c) The notice and the copy of the resolution referred to in sub-clause (b)(iv) of this clause may be given:
 - (i) by delivering them personally to the DMC Manager; or
 - (ii) by sending them by post to the DMC Manager at his last known address.
- (d) For the purposes of sub-clause (a) of this clause:
 - (i) only the Owners of Undivided Shares who pay or who are liable to pay contribution towards the management expenses relating to those Undivided Shares shall be entitled to vote;
 - (ii) the reference in sub-clause (a) of this clause to the "Owners of not less than 50% of the Undivided Shares in aggregate" shall be construed as a reference to the Owners of not less than 50% of the Undivided Shares in aggregate who are entitled to vote.
- (e) If a contract for the appointment of a Manager other than the DMC Manager contains no provision for the termination of the Manager's appointment, sub-clauses (a) to (d) of this clause apply to the termination of the Manager's appointment as they apply to the termination of the DMC Manager's appointment.

- (f) Sub-clause (e) of this clause operates without prejudice to any other power there may be in a contract for the appointment of a Manager other than the DMC Manager to terminate the appointment of the Manager.
 - (g) If a notice to terminate a Manager's appointment is given under this Clause 86.3:
 - (i) no appointment of a new Manager shall take effect unless the appointment is approved by a resolution of the Owners' Committee (if any); and
 - (ii) if no such appointment is approved under sub-clause (g)(i) of this clause by the time the notice expires, the Owners' Corporation may appoint another Manager and, if it does so, the Owners' Corporation shall have exclusive power to appoint any subsequent Manager.
 - (h) If any person has given an undertaking in writing to, or has entered into an agreement with, the Government to manage or be responsible for the management of the Development, and the Owners' Corporation has appointed a Manager under sub-clause (g)(ii) of this clause, the Owners' Corporation shall be deemed to have given to that person an instrument of indemnity under which the Owners' Corporation shall be liable to indemnify that person in respect of any act or omission by the Manager appointed under that sub-clause (g)(ii) of this clause that may otherwise render that person liable for a breach of that undertaking or agreement.
 - (i) This clause is subject to any notice relating to the Development that may be published by the Secretary for Home Affairs under Section 34E(4) of the Ordinance but does not apply to any single manager referred to in that section.
- 86.4 Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager three (3) months' notice in writing.
- 86.5 Upon termination of the Manager's employment in whatever manner that may occur (other than termination in accordance with Clause 86.3), the

Owners' Committee shall immediately thereafter appoint another service company or agent in its stead and, on appointment thereof, the Owners' Committee shall, on behalf of the Owners, enter into a management agreement with such service company or agent defining the rights, duties and obligations of the Manager which rights, duties and obligations shall be consistent with those set out in this Deed.

87. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed.

88. The Manager shall be bound by, and shall observe and perform, all of the terms, conditions, duties and obligations herein provided and shall have all of the rights and privileges herein granted to the Manager.

B. Powers and Duties of Manager

89. The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and the Government Grant and, except as otherwise herein expressly provided, the Manager shall be responsible for, and shall have full and unrestricted authority to do, all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers, namely:

89.1 To employ a qualified architect or professional to inspect the Development (save only the interior of the Units) including the Common Areas and Facilities at such time or times as the Manager shall deem necessary and to prepare a report of such inspection which report will be kept at the Reception Counter and will be open to inspection by all Owners and occupiers of any part of the Development and the Manager will furnish, upon request, to any such Owner or occupier a copy of the report at a reasonable charge PROVIDED THAT any charges or fee collected hereunder shall be credited to the Special Fund.

89.2 To put in hand, and ensure the satisfactory completion of, works necessary to maintain any Common Areas and Facilities and the Green and Innovative Features (save and except Green and Innovative Features forming part of any Unit) so as to ensure that all of the aforesaid are maintained in good, clean and safe condition at all times and, for this purpose, to employ reputable and competent contractors and workmen.

- 89.3 To ensure that all the Owners or occupiers maintain the Units owned or occupied by them and, if there shall be any default on the part of any such Owners or occupiers, to put in hand any necessary maintenance and to take all possible steps to recover the costs and expenses incurred therefor from the defaulting Owner or occupier.
- 89.4 To paint, wash, tile or otherwise treat or service, as may be appropriate, the Common Areas and Facilities and at such intervals as the same may, in the opinion of the Manager, be reasonably required to be done.
- 89.5 To keep all the Common Areas properly lighted and ventilated.
- 89.6 To keep in good order and repair the ventilation of any enclosed Common Areas.
- 89.7 To keep the Common Areas and Facilities and all parts thereof in a clean, sanitary and tidy condition.
- 89.8 To prevent any decaying, noxious, excrementitious or other refuse, litter, substance, material or matter from being placed or deposited on any part of the Development and to remove all refuse, litter, substance, material or matter from anywhere in the Development and arrange for disposal of the same at regular intervals and to maintain, either on or off the Development, refuse collection facilities to the satisfaction of the Director of Food and Environmental Hygiene.
- 89.9 To prevent any obstruction of any part of the Common Areas, and to remove any article, substance, material, vehicle or thing causing obstruction of any part of the Common Areas or that has been brought onto or remains on any part of the Common Areas (whether or not causing obstruction). If and whenever any article, substance, material, vehicle or thing shall be placed or stored on, in or affecting, or is brought onto or into or remains on or in, any part of the Common Areas, the Manager or any of its agents, servants, caretakers or cleaners of the Development shall first give the defaulting party (if identifiable) reasonable prior written notice (except in the case of emergency, when any notice shall be dispensed with) to remove the article, substance, material, vehicle or thing, whether or not causing obstruction. In the event that such defaulting party cannot be identified, the Manager shall have the right, without giving any prior notice to the defaulting party or any person, to remove such article, substance, material, vehicle and thing from such part of the Common Areas to another place or other places as the Manager shall think fit. All costs and expenses incurred by the Manager in connection with such removal shall be reimbursed, upon demand, to the

Manager by the defaulting party, and the defaulting party shall have no claim whatsoever against the Manager or any of its agents, servants, contractors, caretakers or cleaners for any loss or damage to, or any destruction, disposal or discarding of, such article, substance, material, vehicle or thing due to or following such removal. Pending the recovery of such costs and expenses, the Manager shall be entitled to claim, and shall have, a lien on the article, vehicle or thing, and if the amount of such costs and expenses is not duly paid within a time which the Manager may in its absolute discretion determine, the Manager shall have the power to dispose of the article, vehicle or thing by any means (including, without limitation, discarding or selling the same) and in any manner that the Manager may deem fit in its absolute discretion, without incurring any liability whatsoever to any person who may in any way have a claim to any such article, vehicle or thing and if, in connection with any such disposal, any proceeds is received by the Manager, the Manager shall have the right to apply the proceeds towards the payment of the amounts secured by the lien.

- 89.10 To prevent any person enclosing the Non-enclosed Areas, or any part thereof, or otherwise acting in breach of any provisions of this Deed applicable to the Non-enclosed Areas.
- 89.11 To keep all the common sewers, drains, watercourses, ducts and pipes free and clear from obstruction.
- 89.12 To keep all the Common Facilities in good and working order and to extend or provide additional facilities as the Manager shall, in its reasonable discretion, deem necessary or desirable for the benefit of the Land and the Development.
- 89.13 To keep and maintain all lighting equipment, electrical installations and equipment and water, sewage and utilities systems in good repair and condition and working order and in accordance with any laws and regulations applicable thereto and, whenever it shall be necessary or convenient so to do, at the Manager's reasonable discretion, and subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to any sewage system and future connection of the same to any public culvert to be constructed, if so required by the Government, and all costs and expenses for such works shall be borne by the Owners, and provided that such costs and expenses shall first be paid out of the Special Fund.
- 89.14 To prevent, so far as is possible, any refuse or other matter being deposited,

washed, eroded or falling from the Development onto any part of any public road or any road-culvert, sewer, drain, nullah or other Government property, and to remove any such refuse or matter therefrom, and to ensure that no damage is done to any part of any Government or other drains, waterways, watercourses, footpaths, sewers, nullahs pipes, cables, wires, utility services or other works being in, under, over or adjacent to the Land or any part thereof by reason of any maintenance or other works carried out by the Manager as herein provided, and to make good any such damage to the satisfaction of the Government.

- 89.15 To remove any structure, installation, signboard, sunshade, bracket, fitting or other thing in or on any part of the Development which have been erected or installed in contravention of any provisions of this Deed, or the Buildings Ordinance (Chapter 123 of the Laws of Hong Kong), or any subsidiary legislation or rule or regulation and/or which have been erected or installed without the prior written approval of the Manager (or, if such approval has been given, upon the expiration or withdrawal of the same, or if any condition of such approval is breached or not complied with) and to demand and recover from the person, by whom any such structure or other thing as aforesaid was erected or installed, the cost of such removal and the making good of any damage incurred or caused thereby.
- 89.16 To maintain fire alarms, fire-safety and firefighting equipment and installations, and to comply with all requirements of the Fire Services Department and, generally, so far as may be possible, to keep and maintain the Development safe from fire risks at all times.
- 89.17 To provide a security force, watchmen, porters and caretakers, and to provide and maintain burglar alarms, security equipment and installations and generally, so far as may be possible, to maintain security in the Development at all times.
- 89.18 To do all things which the Manager shall, in his absolute discretion deem necessary or desirable, for the purposes of maintaining and improving the Common Facilities for the better enjoyment or use of the Development by its Owners, occupiers and their licensees, provided that the prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement works of the Common Areas and Facilities which involve expenditure in excess of 10% of the current annual Management Budget.
- 89.19 To appoint solicitors to advise on matters which arise in the management of the Land and the Development and which necessitate professional legal advice, and with authority to accept service on behalf of all the Owners of all

legal proceedings relating to the Land and the Development or any part thereof (except proceedings relating to the rights or obligations of individual Owners) and, in particular but without limiting the foregoing, in all proceedings in which the Government shall be a party and, at all times, within 7 days of being requested so to do by the Director of Lands or other competent officer, to appoint a solicitor who shall undertake to accept service on behalf of all such Owners for the purpose of Order 10 Rule 1 of the Rules of the High Court(Chapter 4A of the Laws of Hong Kong) (or any provisions amending or in substitution for the same).

- 89.20 To prevent (by legal action, if necessary) any person including an Owner from occupying or using, otherwise than in accordance with the written permission of the Manager or the provisions of this Deed or the House Rules or the Government Grant or the Occupation Permit, any of the Common Areas or Common Facilities or any part of the Land and the Development.
- 89.21 To take all steps necessary or expedient for complying with the covenants and conditions contained in the Government Grant and any statutory or Government requirements concerning or relating to the Development for which no Owner or occupier of the Development is directly responsible.
- 89.22 To prevent (by legal action, if necessary) and to take action to remedy any breach by any Owner or other person residing in or visiting the Land of any of the terms and conditions contained in the Government Grant and/or any statutory or Government legislation or regulations or this Deed.
- 89.23 To prevent any person detrimentally altering or injuring any part of the Development or any of the Common Facilities.
- 89.24 To demand, collect and receive all amounts payable by Owners under the provisions of this Deed and (if any) relevant sub-deed(s) of mutual covenant.
- 89.25 To pay and discharge, out of all monies so collected, all outgoings relating to the management of the Development or incurred by the Manager under this Deed.
- 89.26 Unless otherwise directed by the Owners' Corporation (if formed), to insure and keep insured, to the full new reinstatement value in respect of the Common Areas and Facilities and all parts thereof, as comprehensively as reasonably possible and, in particular, against loss or damage by fire and other risks, and to effect insurance against public liability and occupiers' liability and employer's liability in respect of employees employed within or exclusively in connection with the management of the Development and other liabilities covering such items and in such amounts as the Manager

may think fit and to procure (but not to be under any obligation to do so) block insurance for the Development as a whole or parts thereof including those areas which are not Common Areas and Facilities against loss or damage in such risk and in such amount as the Manager reasonably considers necessary, such insurance to be in the name of the Manager itself for and on behalf of all the Owners according to their respective interests, and to pay all premiums from time to time required to keep such insurance policies in force and updated.

- 89.27 To keep proper records of accounts of all expenditure incurred by, and of all payments made to, the Manager in respect of carrying out its duties under this Deed as hereinafter provided.
- 89.28 To represent the Owners in all matters and dealings with the Government or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development or the Common Areas and Facilities, with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings, so long as the same does not contravene or is not in conflict with any of the provisions of this Deed.
- 89.29 Subject to the approval of the Owners' Committee or the Owners' Corporation (if any), to commence, conduct, carry on and defend legal and other proceedings touching or concerning the Land and the Development, or the management thereof, in the name of the Manager.
- 89.30 To enforce due observance and performance by the Owners, or any person occupying any part of the Development through, under or with the consent of any such Owner, of the terms and conditions of this Deed and the House Rules and to take action including the commencement and conduct of legal proceedings to enforce due observance and performance thereof and/or to recover damages for any breach, non-observance or non-performance thereof ,and the registration and enforcement of charges as hereinafter mentioned.
- 89.31 To enforce due observance and performance of the House Rules.
- 89.32 To recruit, dismiss and employ such staff as may from time to time be required to perform and discharge its duties hereunder on such terms as the Manager shall, in its absolute discretion, decide and to provide accommodation within the Land, uniforms, working clothes, tools, appliances, cleaning and other materials and all equipment necessary therefor.

- 89.33 To take all reasonable actions to abate any nuisance affecting the Owners and occupiers of the Development or any Unit of the Development and, for such purpose, to enter into any part, or Unit, of the Development for the purpose of abating such nuisance when necessary upon reasonable notice (except in case of emergency) provided that the Manager shall at his own costs and expenses repair any damage caused thereby and shall be liable for negligence or willful or criminal acts of the Manager, his employees, contractors or agents.
- 89.34 To do all such other things as are reasonably incidental to the management of the Land and the Development.
- 89.35 To repair, and keep in good repair and condition, the Common Facilities and the Common Areas and Facilities and, when necessary, upon reasonable prior written notice (except in case of emergency), to enter into any part or any Unit of the Development for the purpose of carrying out necessary repairs to the Land and Development and the Common Areas and Facilities, or to abate any hazard or nuisance which does, or may, affect the Common Areas and Facilities or other Owners, Provided that the Manager shall, in the exercise of such right, ensure that the least disturbance is caused to the Units and shall, at its own costs and expenses, repair any damage caused thereby and shall be liable for negligence or willful or criminal acts of the Manager, his staff and contractors.
- 89.36 To maintain the Greenery Area in all respects to the satisfaction of the Director of Buildings in accordance with Special Condition No.(8)(d)(ii) of the Government Grant.
- 89.37 To manage, control and maintain the parking of cars and other vehicles and the loading and unloading of goods or passenger within and/or in the Common Areas and the flow of vehicular traffic over all roads and other areas intended for common use and, in particular, to ensure that the Car Parks are used solely for their intended purposes and that the Common Areas and all roads and other areas intended for common use remain unobstructed.
- 89.38 To install in or affix to and use (or permit any person to install in or affix to and use) any part of the Common Areas for the installation, erection and maintenance of flue pipes, conduits, aerials and/or dish installation (if any), apparatus, structures and/or other equipment relating to the broadcasting and/or reception of cable and/or satellite television and/or other telecommunication systems, plant, machinery and other apparatus or equipment (all of which, upon such installation or erection, shall form part of the Common Facilities) and to lease, license, install, affix, erect, place and maintain, or contract for the leasing, licensing, installation and maintenance

of communal radio and/or television aerials and/or satellite master antennae television system and/or cable television system which serve the Development, or any part thereof, and such apparatus, equipment, cables, wires, pipes, antennae or structures in relation thereto in accordance with Clause 97 of this Deed (where appropriate) and, for such purposes, to apply for all necessary licence(s) or consent(s) from the Government and/or other relevant authorities, provided that the written approval by a resolution of Owners, at an Owners' meeting convened under this Deed, has been obtained prior to the exercise of such rights and that such installation shall not unreasonably affect the enjoyment of the Development by the Owners and occupiers or impede or restrict the Owners' access to or from their Units. Any consideration received therefor shall be credited to the management fund or the Special Fund.

- 89.39 To impose charges on the user-pay principle for the use of the Common Areas and Facilities including the Resident's Recreational Facilities and their ancillary facilities in the Common Areas and Facilities, and subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), to remove any person thereon who fails to comply with or is in breach of any House Rules relating to such facilities and to exclude any person who has been in persistent breach of such House Rules from the use of such facilities for such period as the Manager shall, in its discretion, deem appropriate PROVIDED THAT any charges or fee collected hereunder shall be credited to the management fund.
- 89.40 Subject to Clause 96, to enter into contracts and to engage, employ, remunerate and dismiss solicitors, architects, accountants and other professional advisers and consultants, contractors, workmen, servants, agents, watchmen, caretakers and other building staff and attendants and to do all such things as are reasonably incidental to the management of the Development.
- 89.41 To improve, control, operate and manage the Resident's Recreational Facilities and to landscape, plant with trees and shrubs, flowers, bushes, grass and other vegetation on any part or parts of the Common Areas and Facilities and maintain the same including any access, steps, staircases and ramps, whether or not the same are within the Land.
- 89.42 To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of the Development and the external walls, elevations, windows and facade thereof which form part of the Common Areas PROVIDED HOWEVER THAT the Manager shall have the power, at the expense of the Owner concerned, to replace broken window glass forming part of the Residential Units, if any window glass shall be broken and remain

unreplaced for seven (7) days after the Manager shall have served a notice on the Owner or occupier of the Residential Unit concerned requiring him to replace the same.

- 89.43 To maintain any drainage system, whether within or outside the Land, which is required to be maintained pursuant to the provisions of the Government Grant.
- 89.44 Subject to the prior written approval of the Owners' Committee or the Owners' Corporation (if formed), to make suitable arrangements for the supply, use or provision of water and electricity and any other utility or service and any rights and privileges to or for the Land and the Development or any part thereof and to lease or license any adjacent land or building or land or building in the vicinity for the use and benefit of the Land and the Development, or any part thereof.
- 89.45 To deal with all enquiries, complaints, reports and correspondence relating to the Land and the Development as a whole.
- 89.46 To provide such Christmas, Chinese New Year and other festive decorations, and to organize such festive celebrations or activities for the Development as the Manager shall, in its reasonable discretion, consider desirable.
- 89.47 Subject as otherwise provided in this Deed, to give or withhold its written consent or approval to anything which requires its written consent or approval pursuant to this Deed or any relevant sub-deed(s) of mutual covenant, provided that the Manager shall act reasonably in giving or withholding such written consent or approval and to impose conditions or additional conditions relating thereto.
- 89.48 To convene such meetings of the Owners as may be necessary or requisite and to act as secretary to keep the minutes of such meetings.
- 89.49 If the Manager shall, in its discretion deem fit, subject to the approval of the Owners' Committee or the Owners' Corporation (if formed), to operate or contract for the operation of shuttle bus services for the use and benefit of the Owners and residents for the time being of the Development, whether on the Manager's own or together with the manager(s) and/or owners of other neighbouring premises, and during such times and at such intervals and to such destinations as the Manager may think appropriate, and to charge the users of the shuttle bus services such fares as the Manager may think reasonable PROVIDED THAT any fares collected hereunder shall be credited to the management fund.

- 89.50 From time to time to appoint or employ agents, contractors or sub-managers (including professional property management companies) to perform and carry out all or any of its duties or obligations hereunder PROVIDED THAT the Manager shall not transfer or assign its duties or obligations hereunder to any such third parties who shall remain responsible to the Manager. For the avoidance of doubt, the Manager shall at all times be responsible for the management and control of the Development in accordance with the provisions of this Deed and no provisions in this Deed shall operate to take away or reduce, or shall be construed to have the effect of taking away or reducing, such responsibility.
- 89.51 To maintain all areas (if any), open spaces (if any) and facilities (if any) as are required to be maintained under the provisions of the Government Grant and in the manner as provided therein.
- 89.52 Without prejudice to the other powers and duties of the Manager contained herein, to carry out such decoration, renovation, improvement works or such other works, whether or not of a cosmetic nature, in respect of the Common Areas and Facilities, or any part(s) thereof, for the purpose of enhancing, upgrading or improving the appearance, condition or amenities of the Development Provided that prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement works of the Common Areas and Facilities or any improvements to facilities or services which involves expenditure in excess of 10% of the current annual Management Budget.
- 89.53 To provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas as the Manager may consider suitable and convenient, to facilitate waste separation and recovery by the Owners and the occupiers of the Development, and to ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and shall maintain the facilities in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and the occupiers of the Development. Such recyclable materials recovered from the waste separation and recovery facilities shall be properly collected, stored and sent for recycling, if the Manager considers appropriate and fit to do so.
- 89.54 To organize any activities as the Manager may consider appropriate, on a regular basis, to promote environmental awareness of the Owners and the occupiers of the Development and to encourage the Owners and the occupiers of the Development to participate in such activities with a view to improving environmental conditions of the Development.

- 89.55 To make House Rules to require the Owners and the occupiers of the Development to dispose of litter and rubbish properly for waste separation and recycling purposes.
- 89.56 To engage suitable qualified personnel to inspect and keep and maintain, in good substantial repair and condition, the lifts and all fire-safety and firefighting equipment, and to comply with all applicable Government regulations.
- 89.57 To make House Rules to protect the environment of the Development and to implement waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.
- 89.58 To inspect, maintain and carry out all necessary works for the maintenance of the Works and Installations.
- 89.59 To repair, maintain and reinstate the transformer room and to upkeep the transformer room in accordance with the provisions and maintenance responsibilities stipulated in the Code of Practice 101 for Distribution Substation Design Version 14 issued by CLP Power Hong Kong Limited and any amendment from time to time thereto.
- 89.60 To implement the provisions of the Fire Safety Management Plan insofar as they relate to the Common Areas and Facilities and to enforce due observance and performance by each Owner of the Open Kitchen Unit of the provisions of the Fire Safety Management Plan insofar as they relate to the Open Kitchen Unit owned by him. In particular, the Manager shall arrange registered fire services installation contractor(s) as approved by the Manager to carry out inspection, commissioning, testing and certification of the sprinkler head and smoke detector in the Open Kitchen Units in accordance with all applicable laws, regulations, codes of practice and maintenance procedures.
- 89.61 To replace any glass in the Common Areas and Facilities that has been broken.
- 89.62 To post and specify any Unit in default or in breach of the terms and conditions of this Deed as aforesaid together with particulars of the default or breach on the notice boards and/or other prominent spaces within the Development after prior written notice to the defaulting Owner if the defaulting Owner fails to remedy his default or breach after a reasonable period of time has been given to him to do so.
- 89.63 To prevent any person from overloading the floors of the Development or

any part or parts thereof.

- 89.64 To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development.
- 89.65 To ensure that all Owners use the water supply properly.
- 89.66 Subject as otherwise provided in this Deed, from time to time to compile rules and regulations governing:
- (a) the convening, conduct, and procedure of meetings of the Owners, the Owners' Committee and any sub-committees thereof;
 - (b) the quorum for the conduct of business at any such meetings;
 - (c) the establishment, appointment and constitution of sub-committees of the Owners' Committee;
 - (d) the conduct of the ballot for the election or re-election of Owners as members of the Owners' Committee; and
 - (e) all other matters to regulate the meetings of the Owners, the Owners' Committee and any sub-committees thereof and to facilitate the transaction of business thereat.
- 89.67 To carry out and implement such safety measures within the Land as may be required by the Director of Lands to enable and ensure the risks posed by the chlorine hazard to the Land are of a level acceptable to the Director of Lands pursuant to Special Condition No.(30)(b) of the Government Grant.
- 89.68 (a) Prior to commencement of any works whatsoever on the Land and the Development, to consult the Director of Water Supplies so as to ensure that any such works do not damage, interfere with or endanger any works, structures, facilities or installations or the operation of the Tuen Mun Water Treatment Works pursuant to Special Condition No.(31)(a) of the Government Grant.
- (b) To take such precautions and implement such measures as may be required by the Director of Water Supplies to ensure the safety of any works, structures, facilities or installations and the operation of the Tuen Mun Water Treatment Works pursuant to Special Condition No.(31)(b) of the Government Grant.
- 89.69 To implement effective measures to restrict the installation of supply of gas

(as defined in the Gas Safety Ordinance (Chapter 51 of the Laws of Hong Kong)) to the domestic part of the Development and delivery of liquefied petroleum gas (LPG) cylinders to the Residential Units.

- 89.70 To carry out and implement the recommendations (insofar as they are applicable) contained in the DIA as approved by the Director of Lands in all respects to the satisfaction of the Director of Lands pursuant to Special Condition No.(32)(b) of the Government Grant.
- 89.71 To carry out and implement the recommendations (insofar as they are applicable) contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection pursuant to Special Condition No.(33)(b) of the Government Grant.
- 89.72 To carry out and implement the recommendations (insofar as they are applicable) contained in the QRA as approved by the Director of Lands and the Director of Electrical and Mechanical Services in all respects to the satisfaction of the Director of Lands and the Director of Electrical and Mechanical Services pursuant to Special Condition No.(34)(c) of the Government Grant, and to maintain all structures (if any) or facilities (if any) that are constructed or installed to implement the recommendations (insofar as they are applicable) contained in the QRA as approved by the Director of Lands and the Director of Electrical and Mechanical Services in all respects to the satisfaction of the Director of Lands and the Director of Electrical and Mechanical Services pursuant to Special Condition No.(34)(c) of the Government Grant.

90. The Manager shall have power to make House Rules before the formation of the Owners' Committee for the purpose of regulating the use, operation and maintenance of the Development and any of the structures, facilities, services or amenities thereof and the conduct of persons occupying, using or visiting the same. The Manager may (subject to the approval of the Owners' Committee) from time to time revoke and amend the House Rules. The House Rules and any amendments thereto must not be inconsistent with or contravene the provisions of this Deed, the Ordinance or the conditions of the Government Grant. Such House Rules shall be binding on all of the Owners and their tenants, licensees, servants and agents. A copy each of the House Rules from time to time in force shall be posted on a public notice board, in a prominent place in the Development, and a copy thereof shall be supplied to each Owner on request free of charge.

91. All acts and decisions of the Manager arrived at in accordance with the provisions of this Deed in respect of any of the matters aforesaid shall be binding, in all respects, on all the Owners for the time being.

92. The Manager shall have power to commence proceedings for the purpose of enforcing the observance and performance by any Owner, or any person occupying any part of the Development through, under or with the consent of any such Owner, of the covenants, conditions and provisions of this Deed, and of the House Rules made hereunder, and of recovering damages for any breach, non-observance or non-performance thereof. The provisions of Clause 113 hereinafter appearing shall apply to all such proceedings.

93. The Manager shall have the right and power to require each Owner to pay a proportionate part of all the expenditure lawfully incurred or to be incurred for the provision, operation, necessary repair, decoration, renovation, improvement, management, upkeep and maintenance of the Slopes and Retaining Walls (if any) and related structure (if any) and the Common Areas and Facilities as provided in this Deed, Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under this Deed is required for any improvement works of the Common Areas and Facilities which involves expenditure in excess of 10% of the current annual Management Budget.

94. The Manager shall consult (either generally or in any particular case) the Owners' Corporation at a general meeting of the Owners' Corporation and adopt the approach decided by the Owners' Corporation on the channels of communication among Owners on any business relating to the management of the Land and the Development.

95. Notwithstanding any provision to the contrary herein contained, the Manager's rights and duties to manage the Development shall not include carrying out any improvements to facilities or services which involve expenditure in excess of 10% of the current annual Management Budget, except with the prior approval by a resolution of Owners at a meeting of Owners convened under this Deed.

96. Contracts entered into by the Manager

96.1 Subject to Clauses 96.2 and 96.3, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds, or is likely to exceed, the sum of \$200,000.00 or such other sum in substitution therefor as the Secretary for Home Affairs may specify by notice in the Gazette unless:

- (a) the supplies, goods or services are procured by invitation to tender; and
- (b) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance.

96.2 Subject to Clause 96.3, the Manager shall not enter into any contract for the procurement of any supplies, goods or services the value of which exceeds, or is likely to exceed, a sum which is equivalent to 20% of the annual Management Budget, or such other percentage in substitution therefor as the

Secretary for Home Affairs may specify by notice in the Gazette unless:

- (a) if there is an Owners' Corporation:
 - (i) the supplies, goods or services are procured by invitation to tender;
 - (ii) the procurement complies with the Code of Practice referred to in Section 20A(1) of the Ordinance; and
 - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a general meeting of the Owners' Corporation, and the contract is entered into with the successful tenderer; or
- (b) if there is no Owners' Corporation:
 - (i) the supplies, goods or services are procured by invitation to tender;
 - (ii) the procurement complies with the Code of Practice referred to in section 20A(1) of the Ordinance; and
 - (iii) whether a tender submitted for the purpose is accepted or not is decided by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed, and the contract is entered into with the successful tenderer.

96.3 Clauses 96.1 and 96.2 do not apply to any supplies, goods or services which, but for this Clause 96.3, would be required to be procured by invitation to tender (referred to in this sub-clause as "relevant supplies, goods or services"):

- (a) where there is an Owners' Corporation, if:
 - (i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners' Corporation by a supplier; and
 - (ii) the Owners' Corporation decides by a resolution of the Owners passed at a general meeting of the Owners' Corporation that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender; or
- (b) where there is no Owners' Corporation, if:

(i) the relevant supplies, goods or services are of the same type as any supplies, goods or services which are for the time being supplied to the Owners by a supplier; and

(ii) the Owners decide by a resolution of the Owners passed at a meeting of Owners convened and conducted in accordance with this Deed that the relevant supplies, goods or services shall be procured from that supplier on such terms and conditions as specified in the resolution, instead of by invitation to tender.

97. Contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services to be entered into by the Manager shall be subject to the following conditions: -

97.1 the term of the contract shall not exceed 3 years;

97.2 the right to be granted under the contract shall be non-exclusive and shall provide for sharing the use of the facilities and network with other service providers; and

97.3 no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service.

C. Manager's Remuneration

98. The Manager's Remuneration shall not exceed ten percent (10%) per annum (which percentage may not be varied except with the approval by a resolution of the Owners at a meeting of the Owners convened under this Deed) of the total annual management expenditure of the Land and the Development (excluding (i) the Manager's Remuneration itself, and (ii) any capital expenditure or expenditure drawn out of the Special Fund as referred to in Clause 109) necessarily and reasonably incurred in the management of the Land and the Development provided that, by a resolution of the Owners at an Owners' meeting convened under this Deed, any capital expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate applicable under this clause or at such lower rate as considered appropriate by the Owners. Payment of the Manager's Remuneration shall be in advance in the manner as shall be determined by the Manager. Any over-payment of the Manager's Remuneration in the year in question shall be refunded and be paid by the Manager into the management fund within 21 days of the completion of the auditing of the annual accounts for such year as provided under Clause 124 and any adjustment payment that needs to be made by the Owners to bring the amount paid to the Manager by way of remuneration for the year in

question to the correct amount for such year, calculated in accordance with the first sentence of this clause, shall likewise be made within 21 days of the completion of the auditing of the annual accounts for such year.

99. The sums payable to the Manager under the provisions aforesaid shall be the net remuneration of the Manager for its services as Manager and shall not include the costs and expenses for any staff, facilities, accountancy services or other professional supervision for the Land and the Development, which costs and expenses shall be a direct charge upon the management fund or the Special Fund, as appropriate.

D. Management Budget and Contribution by Owners

100. Management Budget

100.1 Subject to Clauses 100.3, 100.5, 100.6 and 100.8, the total amount of management expenses payable by the Owners during any period of 12 months adopted by the Manager as the financial year in respect of the management of the Land and the Development shall be the total proposed expenditure during that year as specified by the Manager in accordance with Clause 100.2.

100.2 In respect of each financial year, the Manager shall:

(a) prepare a draft annual budget to be called “the Management Budget” setting out the proposed expenditure of the Land and the Development during the financial year;

(b) send a copy of the draft Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the draft Management Budget in a prominent place in the Development, and cause it to remain so displayed for at least 7 consecutive days;

(c) send or display, as the case may be, with the copy of the draft Management Budget a notice inviting each Owner to send his comments on the draft Management Budget to the Manager within a period of 14 days from the date the draft Management Budget was sent or first displayed;

(d) after the end of the 14-day period, prepare the Management Budget specifying the total proposed expenditure of the Land and the Development during the financial year; and

(e) send a copy of the Management Budget to the Owners' Committee or, where there is no Owners' Committee, display a copy of the Management Budget in a prominent place in the Development and cause it to remain so

displayed for at least 7 consecutive days.

- 100.3 Where, in respect of a financial year, the Manager has not complied with Clause 100.2 before the start of a financial year (other than the first financial year), the total amount of management expenses for that year shall:-
- (a) until the Manager has so complied, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year;
 - (b) when the Manager has so complied, be the total proposed management expenditure specified in the Management Budget for that financial year, and the amount which the Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- 100.4 Where a Management Budget has been sent or displayed in accordance with Clause 100.2(e) and the Manager wishes to revise it, he shall follow the same procedures in respect of the revised Management Budget as apply to the draft Management Budget and Management Budget by virtue of Clause 100.2.
- 100.5 Where a revised Management Budget is sent or displayed in accordance with Clause 100.4, the total amount of management expenses for that financial year shall be the total expenditure or proposed expenditure specified in the revised Management Budget, and the amount that Owners shall contribute towards the management expenses shall be calculated and adjusted accordingly.
- 100.6 If there is an Owners' Corporation and, within a period of one (1) month from the date that a Management Budget or revised Management Budget for a financial year is sent or first displayed in accordance with Clause 100.2 or 100.4, the Owners' Corporation decides, by a resolution of the Owners, to reject the Management Budget or revised Management Budget, as the case may be, the total amount of management expenses for the financial year shall, until another Management Budget or revised Management Budget is sent or displayed in accordance with Clause 100.2 or 100.4 and is not so rejected under this sub-clause, be deemed to be the same as the total amount of management expenses (if any) for the previous financial year, together with an amount not exceeding 10% of that total amount as the Manager may determine.
- 100.7 If any Owner requests in writing the Manager to supply him with a copy of any draft Management Budget or Management Budget or revised Management Budget, the Manager shall, on payment of a reasonable copying charge, supply a copy to that person PROVIDED THAT any charges or

fee collected hereunder shall be credited to the Special Fund.

100.8 For the purposes of this Clause, “expenditure” includes all costs, charges and expenses to be borne by the Owners, including the Manager’s Remuneration.

101. The financial year for the purposes of the Management Budget shall be from 1st January to 31st December in each year (both days inclusive). The first Management Budget shall be prepared by the Manager before the date falling one (1) month after the date of this Deed and shall cover the period from the date of this Deed until, if such date is on or before 30th June of the year, 31st December of that year, or if such date is after 30th June of the year, until 31st December of the following year.

102. The management expenditure in the Management Budget shall include, but not be limited to, the following:

102.1 Government rent for the whole of the Land, if there is no separate assessment or apportionment for individual Units;

102.2 The premiums payable for the insurance of the Common Areas and Facilities against fire and other perils, third party and property owners' liability, employers' liability and other liabilities as the Manager deems fit;

102.3 Charges for the supply and consumption of water, electricity, telephone, central air-conditioning (if any) and other utilities to in and for, and any similar charges in connection with the management and maintenance of the Land and the Development other than the Units;

102.4 The cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, water mains and channels, whether within or outside the Land, that are required to be maintained under the Government Grant;

102.5 The costs of lighting, repairing, maintaining, cleaning, painting, decorating and keeping in good condition any parts of the Common Areas, the Common Facilities and the Green and Innovative Features (save and except those forming part of a Unit) or any part thereof;

102.6 The costs of operating the Common Facilities;

102.7 Remuneration for accountants, caretakers, security guards, watchmen, cleaners and attendants and such other staff as may be required for the proper management of the Land and the Development;

- 102.8 The costs of refuse collection, storage and disposal in respect of the Land and the Development;
- 102.9 Such legal, professional or other fees and costs which may be reasonably and properly incurred by the Manager in the performance of any duty of the Manager or in the exercise of any power of the Manager hereunder;
- 102.10 The costs of preparing annual accounts for the Owners and of having the same properly audited by an independent certified public accountant;
- 102.11 The Manager's Remuneration;
- 102.12 The costs, or a due proportion thereof, of maintenance and/or repair and/or other works described in Clause 89.51 of this Deed;
- 102.13 The costs of operation and maintenance of the Resident's Recreational Facilities;
- 102.14 Any fees or charges payable to the Government or other party under any agreement(s) or licence(s) or deed(s) of grant of easements or any other deed(s) or document(s);
- 102.15 Any other costs, charges and expenses reasonably and necessarily incurred by the Manager in the performance of any duty or in the exercise of any power under this Deed or under any supplemental deed or sub-deed or sub-deeds of mutual covenant in respect of any part or parts of the Land and the Development;
- 102.16 The costs incurred in connection with the implementation of the provisions of the Fire Safety Management Plan insofar as they relate to the Common Areas and Facilities and the enforcement of due observance and performance by each Owner of the Open Kitchen Unit of the provisions of the Fire Safety Management Plan insofar as they relate to the Open Kitchen Unit owned by him including but not limited to the costs of inspection, commissioning, testing and certification of the sprinkler head and smoke detector in the Open Kitchen Units carried out by the registered fire services installation contractor(s) as approved by the Manager as referred to in Clause 89.60 of this Deed;
- 102.17 The costs of maintaining the Greenery Area in accordance with Special Condition No.(8)(d)(ii) of the Government Grant;
- 102.18 The costs of carrying out and implementing the safety measures within the Land pursuant to Special Condition No.(30)(b) of the Government Grant;

- 102.19 The costs of taking the precautions and implementing the measures pursuant to Special Condition No.(31)(b) of the Government Grant;
- 102.20 The costs of carrying out and implementing the recommendations (insofar as they are applicable) contained in the DIA as approved by the Director of Lands in all respects to the satisfaction of the Director of Lands pursuant to Special Condition No.(32)(b) of the Government Grant;
- 102.21 The costs of carrying out and implementing the recommendations (insofar as they are applicable) contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection pursuant to Special Condition No.(33)(b) of the Government Grant;
- 102.22 The costs of carrying out and implementing the recommendations (insofar as they are applicable) contained in the QRA as approved by the Director of Lands and the Director of Electrical and Mechanical Services in all respects to the satisfaction of the Director of Lands and the Director of Electrical and Mechanical Services pursuant to Special Condition No.(34)(c) of the Government Grant, and the costs of maintaining all structures (if any) or facilities (if any) that are constructed or installed to implement the recommendations (insofar as they are applicable) contained in the QRA as approved by the Director of Lands and the Director of Electrical and Mechanical Services in all respects to the satisfaction of the Director of Lands and the Director of Electrical and Mechanical Services pursuant to Special Condition No.(34)(c) of the Government Grant

but such costs, charges and expenses shall exclude costs, charges and expenses of a capital nature, which shall be payable out of the Special Fund hereinafter mentioned. Costs, charges and expenses of a capital nature shall include but not be limited to, those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities. Provided that prior approval by a resolution of the Owners, at an Owners' meeting convened under this Deed, is required for any improvement works to facilities or services referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.

103. Each annual Management Budget shall be divided into the following parts:
 - 103.1 Part A shall cover the estimated management expenditure which, in the opinion of the Manager, is attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities or for the benefit of all the Owners (excluding the estimated

management expenditure contained in Part B of the Management Budget hereinafter mentioned); and

- 103.2 Part B shall contain the estimated management expenditure which, in the opinion of the Manager, is attributable solely to the management and maintenance of the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units.

104. The annual Management Budget shall be reviewed by the Owners' Committee (when it has been established pursuant to the provisions of this Deed) or by the Owners' Corporation (if formed) and, in the light of such review, the Manager may alter such Management Budget, based on the suggestions of the Owners' Committee or the Owners' Corporation, and the Management Budget, as reviewed or altered as aforesaid, shall be deemed adopted.

105. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

- 105.1 Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development; and

- 105.2 Each Owner, in addition to the amount payable under Clause 105.1, shall, in respect of each Residential Unit of which he is the Owner, contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development.

Provided, however, that notwithstanding any provisions to the contrary herein contained, no Owner may be called upon to pay more than his appropriate share of the management expenses, having regard to the number of Management Shares allocated to his Unit. The First Owner shall make payments and contributions towards the management expenses which are of a recurrent nature in respect of those Units and Undivided Shares unsold, provided that it shall not be obliged to make the payments and contributions aforesaid in respect of Management Shares allocated to a separate building of the Development, the construction of which has not been completed, except to the extent that the building benefits from the provisions of this Deed as to management and maintenance of the Development.

106. The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the provisions of this Deed, and shall determine the time and place of payment and, unless otherwise determined by the Manager, each Owner shall, on the first day of each and every calendar month (whether

legally demanded or not), pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

107. Revision to Management Budget

107.1 Without prejudice to the proviso in Clause 105, in the event of a deficiency occurring or seeming to the Manager likely to occur, or if there shall be any change in circumstances which, in the opinion of the Manager (whose decision shall be conclusive save for manifest error), require any revision to the Management Budget, the Manager may, at any time during the financial year, prepare a revised Management Budget in accordance with the procedures set out in Clause 100.2. Such revised Management Budget shall be reviewed by the Owners' Committee and the provisions of Clause 100.4 and Clause 104 shall apply, mutatis mutandis, to the revised Management Budget as to the annual Management Budget. A revised Management Budget may be further revised as often as the Manager considers reasonably necessary.

107.2 The Manager shall also have the power, in the event of a revised Management Budget completed pursuant to and in accordance with Clause 107.1 hereof, to add to the amount to be contributed monthly by any Owner, such additional amount as shall be necessary to meet revised estimated expenditure in any financial year, to the intent that any such amounts shall form part of the monthly contribution of such Owner to the management expenditure and be recoverable accordingly.

108. Notwithstanding any provision to the contrary herein contained, the Manager shall be entitled in its discretion:

108.1 to charge the Owners a reasonable administrative fee for granting and processing any consent required from the Manager pursuant to this Deed. For the avoidance of doubt, the Manager must not charge any fee other than a reasonable administrative fee for issuing the consent which consent must not be unreasonably withheld;

108.2 to charge the Owners for the temporary use of electricity, water or other utilities supplied by the Manager and for the collection and removal of fitting out or decoration debris;

108.3 from time to time to make rules and regulations governing the supply and use of electricity, air-conditioning, water and other utilities to the Common Areas and Facilities, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government;

108.4 to enter, with or without workmen, at all reasonable times on prior written notice (except in case of emergency), upon all parts of the Land and the Development necessary for the purpose of inspecting, replacing, repairing and/or maintaining any of the electricity, water and other utilities conduits, lines, installations, mains and pipes serving any part of the Land and the Development, whether or not the same belong exclusively to any Unit, Provided that the Manager shall, at its own expense, repair any damage caused by its negligent, criminal or wilful acts or the negligent, criminal or willful acts of its workmen or sub-contractors Provided, further, that the Manager shall ensure that the least disturbance and inconvenience is caused;

And Provided, always, that all monies, fees or charges received by the Manager under the provisions of this Clause shall be held by the Manager, on trust, for all the Owners for the time being and shall be credited to the Special Fund.

109. Special Fund

109.1 There shall be established and maintained by the Manager one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Ordinance, which Special Fund comprises two sub-categories as follows:-

- (a) There shall be established and maintained, by the Manager, a sub-category of the Special Fund, in respect of the Development Common Areas, the Development Common Facilities and any areas or facilities, whether within or outside the Land, that are required to be maintained by the Owners under the Government Grant, for payment of expenditure of a capital nature or of a kind not expected to be incurred annually which shall include, inter alia, expenses for the renovation, improvement and repair of the Development Common Areas and the Development Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and the Development Common Facilities and the costs of the relevant investigation works and professional services.
- (b) There shall be established and maintained by the Manager a sub-category of the Special Fund, in respect of the Residential Common Areas and the Residential Common Facilities, for payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which shall include, inter alia, expenses for the renovation, improvement and repair of the Residential Common Areas and the Residential Common Facilities and the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and the Residential Common Facilities and the costs of the

relevant investigation works and professional services.

- 109.2 (a) The Manager shall open and maintain at a bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) an interest-bearing account, the title of which shall refer to the Special Fund for the Development and that account shall be used exclusively for the purposes referred to in Clause 109.1 above and managed by the Manager on trust for all Owners.
- (b) All sums in each sub-category of such Special Fund shall be the property of the Owners.
- (c) Reference shall be made to each sub-category of the Special Fund in the annual accounts in respect of the management of the Development and an estimate shall be made in such accounts of the time when there will be a need to draw on the Special Fund, and the amount of money that will be then needed.
- (d) Without prejudice to the generality of Clause 109.2(a) above, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by him from or on behalf of the Owners' Corporation in respect of the Special Fund.
- (e) The Manager shall display a document showing evidence of any account opened and maintained under Clause 109.2(a) or Clause 109.2(d) in a prominent place in the Development.
- 109.3 Each Owner covenants with the other Owners that he shall make further periodic contributions to the Special Fund. The amounts to be contributed by the Owners to the Special Fund in each financial year and the time when those contributions will be payable will be determined by a resolution of the Owners at an Owners' meeting convened under this Deed. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund by the Owners in any financial year, and the time when those contributions shall be payable.
- 109.4 Except in a situation considered by the Manager to be an emergency, no money shall be paid out of the Special Fund unless it is for a purpose approved by a resolution of the Owners' Committee (if any). The Manager must not use the Special Fund for the payment of any outstanding management expenses arising from or in connection with the day-to-day management of the Development.

- 109.5 The payments made by the Owners towards the Special Fund are neither refundable to any Owner by the Manager nor transferable to any new Owner.
- 109.6 The Manager shall without delay pay all money received by it in respect of the Special Fund into the account opened and maintained under Clause 109.2(a) above or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 109.2(d) above.

E. Security for and recovery of monies due to Manager

110. Except where the First Owner has made payments in accordance with Clause 111 hereunder, the first Owner of each Unit shall upon the assignment of the Unit from the First Owner:

- 110.1 deposit with the Manager, as security for the due payment of all amounts which may be or become payable by him under this Deed, a sum equivalent to three months' monthly contribution of the first year's budgeted management expenses, and such sum shall not be used to set off against any monthly contribution of the management expenses or any other contributions to be made by him, and such sum is non-refundable but transferable; and
- 110.2 pay to the Manager a sum equivalent to one month's contribution of the first year's budgeted management expenses, as payment in advance of the first one month's contribution of the first year's budgeted management expenses; and
- 110.3 pay to the Manager a sum equivalent to two (2) months' monthly contribution of the first year's budgeted management expenses as his initial contribution to the Special Fund (in respect of such contribution, the Manager shall reasonably apportion such initial contribution amongst the relevant respective Special Fund and in proportion to the number of Management Shares allocated to his Unit) and such sum is neither refundable nor transferable; and
- 110.4 pay to the Manager a non-refundable and non-transferable debris removal charge in a sum equivalent to not more than one month's contribution of the first year's budgeted management expenses as shall be determined by the Manager, which shall be applied by the Manager towards the cost of removal from the Development of any debris or rubbish which may accumulate as a result of the initial fitting-out of the Units. For the avoidance of doubt, no debris removal charge as mentioned in this sub-clause is payable in respect of any Car Park. Any debris removal charge paid but not used for debris

collection or removal shall be credited to the Special Fund; and

- 110.5 pay to the Manager a non-refundable but transferable sum (to be decided by reference to the proportion which the number of Management Shares allocated to his Unit bears to the total number of Management Shares allocated to all the Units in the Land and the Development) as contribution to the utility charges deposits for utilities including water and electricity for the Common Areas and Facilities.

For the avoidance of doubt (and in addition and without prejudice to the other rights of the Manager under this Deed), the Manager shall have the right to set off the deposit under the preceding Clause 110.1 against any sums payable by an Owner under this Deed. The Manager shall be under no obligation to exercise such right of set-off and, in any proceedings by the Manager against an Owner in respect of any default in payment, such Owner shall have no right to require the Manager to mitigate its loss by exercising its right of set-off prior to its exercising its other rights under this Deed in respect of any such default. If the Manager shall have exercised its right of set-off as aforesaid, it shall have the right to require the relevant Owner or his successor in title to replenish the deposit to an amount equivalent to the amount of the deposit held by the Manager prior to the occurrence of any set-off in respect of the part of the Development which the Owner owns.

111. The First Owner shall also pay to the Manager the amounts payable under the preceding Clauses 110.1, 110.3 and 110.4, if the First Owner remains the owner of those Undivided Shares allocated to the Units in that part of the Development the construction of which has been completed and which remain unsold 3 months after (i) the date of execution of this Deed or (ii) the date on which the First Owner is in a position validly to assign those Undivided Shares (i.e. when the consent to assign or certificate of compliance has been issued), whichever is the later.

112. If any Owner shall fail to pay any amount payable hereunder within 30 days of the date on which a demand is made as aforesaid, he shall further pay to the Manager:

- 112.1 interest on the amount unpaid, calculated from the date of demand, at a rate not exceeding two (2) percent per annum over and above the prime rate from time to time specified by The Hongkong And Shanghai Banking Corporation Limited; and
- 112.2 a collection charge of not exceeding ten (10) percent of the amount due to cover the cost (other than legal costs and disbursements of proceedings as hereinafter mentioned) of the extra work occasioned by the default.

113. All amounts which become payable by any Owner in accordance with the provisions of this Deed, together with interest thereon as aforesaid and the said collection charges and all damages claimed for breach of any of the provisions of this Deed and all

other expenses incurred in connection with recovering or attempting to recover the same, shall be recoverable by civil action at the suit of the Manager, and the claim in any such action may include a claim for legal costs and disbursements on solicitor-and-own-client basis incurred by the Manager in such action. In any such action, the Manager shall conclusively be deemed to be acting as the agent for and on behalf of the Owners as a whole, and no Owner sued under the provisions of this Deed shall raise, nor shall be entitled to raise, any defence of want of authority or take objection to the right of the Manager, as plaintiff, to sue or to recover such amounts as may be found to be due.

114. In the event of any Owner failing to pay any sum due and payable by him in accordance with any provisions of this Deed or failing to pay any damages awarded by any court for breach of any of the terms or conditions of this Deed within 30 days of the date on which the same became payable, the amount thereof together with interest as aforesaid and the said collection charge and all costs and expenses that may be incurred in recovering or attempting to recover the same, including legal costs and disbursements referred to in Clause 113, and in registering the charge hereinafter referred to, shall stand charged on the Undivided Share(s) of the defaulting Owner, and the Manager may discontinue providing management services to the defaulting Owner and shall be entitled, without prejudice to any other remedy to which the Manager may be entitled hereunder or otherwise, to register a memorial of such charge in the Land Registry against the Undivided Share(s) and the Unit or Units held therewith of the defaulting Owner. Such charge shall remain enforceable as hereinafter mentioned, notwithstanding that judgment has been obtained for the amount thereof, unless and until such judgment has been satisfied.

115. Any charge registered in accordance with the preceding Clause 114 shall be enforceable as an equitable charge by action, at the suit of the Manager, for an order for sale of the Undivided Share(s) of the defaulting Owner together with the right to the exclusive use, occupation and enjoyment of the Unit held therewith, and the provisions of Clause 113 shall apply equally to any such action.

F. Application of monies received by Manager

116. Subject to Section VIII of this Deed, all insurance moneys, compensation received or damages recoverable by the Manager in respect of any damage or loss suffered in respect of any part of the Land and the Development shall be expended by the Manager in the repair, rebuilding and/or reinstatement of that part of the Land and the Development.

117. Where any compensation, damages, costs or expenses is/are received or recovered (as the case may be) by the Manager in respect of any matter or thing for which a claim has been made against the Owners, or any of them, as provided in Clause 113, the same shall, after deduction of all and any costs and expenses incurred by the Manager in recovering the same, be credited to and form part of the management fund.

118. All moneys paid to the Manager by way of interest and collection charges

shall be credited to the Special Fund.

G. Owners' interest in funds

119. Any person (including the First Owner) ceasing to be an Owner of any Undivided Share(s) in the Land and the Development shall, thereupon, cease to have any interest in the funds held by the Manager including the deposit paid under Clause 110.1, 110.5 or Clause 111 (as the case may be) and the Special Fund, to the intent that all such funds shall be held and applied for the management of the Land and the Development, irrespective of changes in the ownership of the Undivided Share(s) in the Land and the Development PROVIDED that any deposit paid under Clause 110.1, 110.5 or (as the case may be) Clause 111 shall be transferred into the name of the new Owner of such Undivided Share(s) AND PROVIDED further that, upon the Land reverting to the Government or no renewal of the Government Grant being obtainable or upon the rights and obligations hereunder being extinguished as provided in Section VIII hereof, any balance of the said funds or, in the case of extinguishment of rights and obligations as aforesaid, an appropriate part of the said funds, shall be divided among the then Owners of the Development in proportion to the respective contributions made by them or their respective predecessors under the provisions of Sub-Section D of this Section immediately prior to such reversion or, in the case of extinguishment of rights and obligations as aforesaid, among the Owners whose rights and obligations are extinguished.

H. Management records and accounts

120. The financial year may not be changed more than once in every five (5) years, unless that change is previously approved by a resolution of the Owners' Committee (if any).

121. Account(s) referring to management of the Land and the Development

121.1 The Manager shall open and maintain an interest-bearing account and shall use that account exclusively in respect of the management of the Development.

121.2 Without prejudice to the generality of Clause 121.1, if there is an Owners' Corporation, the Manager shall open and maintain one or more segregated interest-bearing accounts, each of which shall be designated as a trust account or client account, for holding money received by the Manager from or on behalf of the Owners' Corporation in respect of the management of the Development.

121.3 The Manager shall display a document showing evidence of any account opened and maintained under Clause 121.1 or Clause 121.2 in a prominent place in the Development.

- 121.4 Subject to Clauses 121.5 and 121.6, the Manager shall, without delay, pay all money received by the Manager in respect of the management of the Development into the account opened and maintained under Clause 121.1 or, if there is an Owners' Corporation, the account or accounts opened and maintained under Clause 121.2.
- 121.5 Subject to Clause 121.6, the Manager may, out of money received by him in respect of the management of the Development, retain or pay into a current account a reasonable amount to cover expenditure of a minor nature, but that amount shall not exceed such figure as is determined from time to time by a resolution of the Owners' Committee (if any).
- 121.6 The retention of a reasonable amount of money under Clause 121.5 or the payment of that amount into a current account in accordance with that sub-clause and any other arrangement for dealing with money received by the Manager shall be subject to such conditions as may be approved by a resolution of the Owners' Committee (if any).
- 121.7 Any reference in this Clause to an account is a reference to an account opened with a bank within the meaning of section 2 of the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), the title of which refers to the management of the Development.
122. The Manager shall maintain proper books or records of account and other financial records and shall keep all bills, invoices, vouchers, receipts and other documents referred to in those books and records for at least six (6) years.
123. Within one (1) month after each consecutive period of three (3) months, or such shorter period as the Manager may select, the Manager shall prepare a summary of income and expenditure and a balance sheet in respect of that period, display a copy of the summary and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days.
124. Within two (2) months after the end of each financial year, the Manager shall prepare an income and expenditure account and balance sheet in for that year, display a copy of the income and expenditure account and balance sheet in a prominent place in the Development and cause it to remain so displayed for at least seven (7) consecutive days. Such accounts shall be audited by auditors appointed by the Manager provided always that, prior to the formation of the Owners' Corporation, the Owners at an Owners' meeting convened under this Deed shall have power to require such annual accounts to be audited by an independent auditor of their choice. Each income and expenditure account and balance sheet shall include details of the Special Fund required by Clause 109 and an estimate of the time when there will be a need to draw on any Special Fund and the amount of money that

will be then needed.

125. The Manager shall:-

- (a) permit any Owner, at any reasonable time, to inspect the books or records of account and any income and expenditure account or balance sheet; and
- (b) on payment of a reasonable copying charge, supply any Owner with a copy of any record or document requested by him provided that all charges collected hereunder shall be credited to the Special Fund.

126. The Manager shall have power to appoint a firm of certified public accountants to audit the accounts and records of the Manager concerning the management of the Development, and to certify the annual accounts prepared in accordance with the provisions of this Deed, and the accountants' fees shall be part of the management expenditure. The Manager shall further have power to replace such firm and to appoint another firm in their place as it may deem necessary from time to time, provided that the Owners' Committee or the Owners, at a meeting of the Owners, may choose to appoint an auditor of their choice from time to time. If there is an Owners' Corporation and the Owners' Corporation decides, by a resolution of the Owners, that any income and expenditure account and balance sheet should be audited by an accountant or by some other independent auditor as may be specified in the resolution, the Manager shall, without delay, arrange for such an audit to be carried out by that person and

126.1 permit any Owner, at any reasonable time, to inspect the audited income and expenditure account and balance sheet and the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet; and

126.2 on payment of a reasonable copying charge, supply any Owner with a copy of the audited income and expenditure account and balance sheet, or the report made by the accountant or auditor in respect of the income and expenditure account and balance sheet, or both, as requested by the Owner.

127. Manager's obligations upon ending of appointment

127.1 Subject to Clause 127.2, if the Manager's appointment ends for any reason, the Manager shall, as soon as practicable after its appointment ends, and in any event, within fourteen (14) days of the date on which his appointment ends, deliver to the Owners' Committee (if any), or the Manager appointed in its place, any movable property in respect of the control, management and administration of the Development that is under its control or in its custody or possession, and that belongs to the Owners' Corporation (if any) or the Owners.

127.2 If the Manager's appointment ends for any reason, the Manager shall within two (2) months of the date his appointment ends:

(a) prepare:

(i) an income and expenditure account for the period beginning with the commencement of the financial year in which his appointment ends and ending on the date his appointment ends; and

(ii) a balance sheet as at the date his appointment ends,

and shall arrange for that account and balance sheet to be audited by an accountant or by some other independent auditor specified in a resolution of the Owners' Committee (if any) or, in the absence of any such specification, by such accountant or other independent auditor as may be chosen by the Manager; and

(b) deliver to the Owners' Committee (if any) or the Manager appointed in his place any books or records of accounts, papers, documents and other records which are required for the purposes of the preceding Clause 127.2(a) but which have not been delivered under Clause 127.1.

128. Subject to Clause 167.3 of this Deed, on termination of the Manager's appointment, the Manager must assign the Undivided Shares in the Common Areas and Facilities together with the Common Areas and Facilities free of costs or consideration to its successor in office as the Manager who must hold the said Undivided Shares on trust for the benefit of all the Owners, or to the Owners' Corporation at any time, if so required by it.

SECTION VII

OWNERS' MEETING AND OWNERS' COMMITTEE

A. Meetings of the Owners

129. An annual general meeting of the Owners of the Development shall be held not earlier than twelve (12) months and not later than fifteen (15) months after the date of the first or previous annual general meeting. The Owners of the Development may meet from time to time, as occasion may require, to discuss and decide matters concerning the management of the Land and the Development.

130. Meeting of the Owners

130.1 A meeting of the Owners of the Development may be convened by:-

- (a) the Owners' Committee;
- (b) the Manager; or
- (c) an Owner appointed to convene such a meeting by Owners of not less than 5% of the Undivided Shares in aggregate in the Land and the Development.

130.2 The person convening the meeting of the Owners shall, at least 14 days before the date of the meeting, give notice of the meeting to each Owner. The notice of meeting shall specify:-

- (a) the date, time and place of the meeting, and
- (b) the resolutions (if any) that are to be proposed at the meeting.

130.3 The notice of meeting may be given:-

- (a) by delivering it personally to the Owner;
- (b) by sending it by post to the Owner at his last known address; or
- (c) by leaving it at the Owner's Unit or depositing it in the letter box for that Unit.

131. No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business, and 10% of the Owners shall be a quorum. For the purpose of this clause, the reference to "10% of the Owners" shall be construed as a reference to 10% of the number of the persons who are Owners without regard to their ownership of any particular percentage of the total number of Undivided Shares of the Development, and shall not be construed as the Owners of 10% of the Undivided Shares in aggregate.

132. The only persons entitled to attend any such meeting and vote thereat shall be Owners of the Development or the representative or representatives of the Owner or Owners of the Development duly appointed by the Owner or Owners in writing.

133. A meeting of the Owners shall be presided over by the Chairman of the Owners' Committee or, if the meeting is convened under Clause 130.1(b) or (c), the person convening the meeting.

134. All resolutions passed at any such meeting by a majority of the Owners present in person, or by proxy, and voting shall be binding on all the Owners and the Manager of the Development Provided that such resolutions shall not be contrary to any of the covenants, terms and conditions contained in this Deed or the Government Grant or contravene the Ordinance.

135. A resolution put to the vote of the meeting shall be decided by majority of votes by a poll to be taken at such time and in such manner as the Manager shall direct.

136. At a meeting of Owners,

136.1 Subject to Clause 141, an Owner shall have one vote for each Undivided Share he owns;

136.2 an Owner may cast a vote either personally or by proxy;

136.3 where 2 or more persons are the co-owners of an Undivided Share, the vote in respect of that Undivided Share may be cast:-

(a) by a proxy jointly appointed by the co-owners;

(b) by a person appointed by the co-owners from amongst themselves; or

(c) if no appointment is made under (a) or (b), either by one of the co-owners personally or by proxy appointed by one of the co-owners.

136.4 Where two or more persons are the co-owners of an Undivided Share and more than one of the co-owners seeks to cast a vote in respect of the Undivided Share, only the vote that is cast, whether personally or by proxy, by the co-owner whose name, in order of priority, stands highest in relation to that Undivided Share in the register kept at the Land Registry shall be treated as valid.

136.5 If there is an equality of votes the person presiding over the meeting shall have, in addition to a deliberative vote, a casting vote.

137.

137.1 An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance and:-

- (a) shall be signed by the Owner; or
 - (b) if the Owner is a body corporate, shall, notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of the body corporate and signed by a person authorized by the body corporate in that behalf.
- 137.2 The instrument appointing a proxy shall be lodged with the Chairman of the Owners' Committee or, if the meeting is convened under Clause 130.1(b) or (c), the person convening the meeting at least forty-eight (48) hours before the time for the holding of the meeting.
- 137.3 A proxy appointed by an Owner to attend and vote on behalf of the Owner shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
138. The Manager shall send a representative or representatives to all such meetings and a record of the persons present at the meeting and the proceedings thereof shall be kept.
139. The Manager shall convene the first meeting of the Owners as soon as possible but in any event not later than nine months after the date of this Deed (and to convene further and subsequent meetings if required) to: (a) appoint an Owners' Committee and the chairman thereof; or (b) appoint a management committee for the purpose of forming an Owners' Corporation under the Ordinance. The first Chairman and members of the first Owners' Committee shall, subject to the Ordinance, act until the first annual general meeting when the post of Chairman and members of the Owners' Committee shall fall vacant and an election for Chairman and members of the Owners' Committee shall be held. Thereafter, a Chairman shall be elected at each annual general meeting for the ensuing year.
140. The function of the Owners' Committee is to represent the Owners of the Land and the Development in all dealings with the Manager and to undertake such other duties as the Manager may, with the approval of the Owners' Committee, delegate to the Owners' Committee and, without in any way limiting the generality of the foregoing:
- 140.1 to liaise and consult with the Manager in respect of all matters concerning the management of the Land and the Development;
 - 140.2 to apply, if thought fit, for registration as a corporation under the Ordinance;
 - 140.3 prior to the formation of the Owners' Corporation, to remove the Manager of the Development with the sanction of a resolution passed by a majority of votes of Owners, voting either personally or by proxy, in a meeting of the

Owners of the Development, duly convened and supported by Owners of not less than fifty percent (50%) of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development, and upon the giving to the Manager not less than three (3) months' notice in writing;

140.4 to appoint (whether in place of any Manager removed or to fill any vacancy other than that which arises upon termination of the Manager's appointment in accordance with Clause 86.3 of this Deed) any service company or agent as a Manager of the Development upon the termination of the then Manager's appointment;

140.5 to undertake, consider, review and/or exercise all or any of the powers and duties conferred on the Owners' Committee by virtue of the provisions of this Deed.

141. Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum of any meeting. Accordingly, the Undivided Shares as referred to in Clause 136 shall not include the Undivided Shares allocated to the Common Areas and Facilities.

142. The procedure at a meeting of Owners shall be as is determined by the Owners.

B. Meetings of the Owners' Committee

143. A meeting of the Owners' Committee may be convened at any time by the Chairman or any two (2) members of the Owners' Committee.

144. In the election of members to the Owners' Committee, the Owners shall endeavour to elect such number of representatives from the Owners for the time being of the Development to represent the Owners PROVIDED THAT the total number of representatives shall not be less than 9. For the time being and unless and until otherwise determined by a meeting of the Owners, there shall be at least 4 representatives for the Owners of the Residential Units and at least 1 representative for the Owners of the Car Parks.

145. Owners' Committee members

145.1 Any of the following, provided that he is resident in Hong Kong, shall be eligible for election as a member of the Owners' Committee under Clause 144:

- (a) the Owner of a Unit, if he is an individual;
 - (b) where a Unit is co-owned by more than one individual Owner, any one, but not the other(s), of them; or
 - (c) where the Owner of a Unit is a corporate body, any one representative appointed by such Owner.
- 145.2 The appointment of a representative by a corporate body shall be in writing addressed to the Owners' Committee and may be revoked at any time upon notice served on the Owners' Committee.
- 145.3 If an Owner owns more than one Unit, he shall be entitled to propose more than one candidate (but limited to one candidate for each Unit) to be eligible for election as Owners' Committee members.
146. A member of the Owners' Committee shall hold office until the annual general meeting of Owners next following his appointment or election provided that:
- 146.1 He shall nevertheless cease to hold office if:
 - (a) he resigns by notice in writing to the Owners' Committee;
 - (b) he ceases to be eligible; or
 - (c) he becomes bankrupt or insolvent or is convicted of a criminal offence other than a summary offence not involving dishonesty.
 - 146.2 If, in any annual general meeting at which an election of the Owners' Committee should take place, the office of the retiring members, or any of them, is not filled or, if in any year, no annual general meeting is held, the members of the Owners' Committee shall continue in office until the next annual general meeting.
147. Retiring members of the Owners' Committee shall be eligible for re-election.
148. Subject to Clause 144 above, the Owners' Committee may appoint any eligible Owner to fill any casual vacancy or as an additional member for the current term.
149. The Owners' Committee may continue to act notwithstanding any vacancies in the number provided that the number is not reduced below 5. In the event that the number is reduced below 5, the remaining member(s) of the Owners' Committee may act, but only for the purpose of calling a meeting of the Owners to elect an Owners' Committee.

150. Any one or more members of the Owners' Committee may be removed from office by a resolution passed at a meeting of the Owners, and new members of the Owners' Committee may be elected in the place of those removed from office.

151. The Owners' Committee shall have full power to make rules and by-laws regulating the conduct and procedure of its meetings and the performance of its duties and obligations, provided that no such regulation or by-laws shall be contrary to or inconsistent with the provisions of this Deed.

152. Officers of the Owners' Committee

152.1 The officers of the Owners' Committee ("Officers") shall be:

- (a) the Chairman;
- (b) the secretary; and
- (c) such other officers (if any) as the Owners' Committee may from time to time elect.

152.2 The Officers shall be elected by the Owners, such election to be held at, or as soon as reasonably possible after, the annual general meeting at which the Owners' Committee is elected and at such other times as may be necessary.

152.3 All casual vacancies of the Officers shall be filled by election or appointment by the members of the Owners' Committee as it may from time to time determine.

153. The person or persons convening the meeting of the Owners' Committee shall, at least seven (7) days before the date of the meeting, give notice of the meeting to each member of the Owners' Committee, and that notice shall specify the date, time and place of the meeting and the resolutions (if any) that are to be proposed at the meeting. Such notice may be given by:-

- (a) delivering it personally to the member of the Owners' Committee; or
- (b) by sending it by post to the member of the Owners' Committee at his last known address; or
- (c) by leaving it at the member's Unit or depositing it in the letter box for that Unit.

154. The quorum at a meeting of the Owners' Committee shall be 50% of the members of the Owners' Committee (rounded up to the nearest whole number), or three (3)

such members, whichever is the greater.

155. A meeting of the Owners' Committee shall be presided over by:

- (a) the Chairman; or
- (b) in the absence of the Chairman, a member of the Owners' Committee appointed as chairman for that meeting.

156. At a meeting of the Owners' Committee, each member present shall have one (1) vote on a question before the Owners' Committee and, if there is an equality of votes, the Chairman shall have, in addition to a deliberative vote, a casting vote.

157. The procedure at a meeting of the Owners' Committee shall be as is determined by the Owners' Committee.

C. Procurement of supplies, goods or services by the Owners' Committee

158. Subject to provisions in Schedule 7 to the Ordinance, the procurement of supplies, goods or services by the Owners' Committee that involves an amount in excess of or likely to be in excess of HK\$200,000 (or such other sum as the Secretary for Home Affairs may specify by notice in the Gazette) or an amount which is or is likely to be more than 20% of the Management Budget (or such other percentage as the Secretary for Home Affairs may specify by notice in the Gazette), whichever is the lesser, must be by invitation to tender and the standards and guidelines as may be specified in the Code of Practice referred to in section 20A of the Ordinance will apply to the Owners' Committee with any appropriate variations.

SECTION VIII

REINSTATEMENT

159. Notwithstanding anything herein contained to the contrary, in the event of the whole or any part or parts of the Development being so damaged by fire, typhoon, earthquake, subsidence or other cause so as to render the same substantially unfit for use or habitation or occupation, the Owners of not less than 75% of the Undivided Shares allocated to the damaged part(s) of the Development (excluding the Undivided Shares allocated to the Common Areas and Facilities) may convene a meeting of the Owners of the part or parts of the Development so affected, and such meeting may resolve that, by reason of insufficiency of insurance monies, changes in building law and/or regulations and/or any other circumstances whatsoever, it is not practicable to reinstate and rebuild such part or parts of the Development, then and in such event, the Undivided Shares in the Land and the Development representing such part or parts shall be acquired by the Manager and the Owners of such Undivided Shares shall, in such event, be obliged to assign the same and all rights and appurtenances thereto to the Manager, upon trust, to forthwith dispose of the same by either private treaty or public auction, and to distribute the net proceeds of sale among the Owners of such Undivided Shares, in proportion to the respective Undivided Shares previously held by such former Owners. All insurance moneys received in respect of any insurance policy on such part or parts of the Development shall, likewise, be distributed among such former Owners. In such event, all the rights, privileges, obligations and covenants of such Owners under this Deed, or any other deed, shall be extinguished, so far as the same relate to such part or parts of the Development. Provided Always That, if it is resolved to reinstate or rebuild such part or parts of the Development, each Owner of such part or parts shall pay his due proportion of the excess of the cost of reinstatement or rebuilding of such part or parts over and above the proceeds from the insurance of such part or parts and that, until such payment, the same will be a charge upon such Owner's interest in the Land and the Development and be recoverable as a civil debt.

160. Notwithstanding anything herein contained to the contrary, the following provisions shall apply to a meeting convened under Clause 159:

160.1 Every such meeting shall be convened by at least fourteen (14) days' prior notice in writing specifying the date, time and place of the meeting given by the person convening such meeting, either personally, or by post addressed to the Owners at their last known addresses, or by leaving the notices at the Owners' Units, or depositing the notices in the letter-boxes of their Units.

160.2 Subject to Clause 160.12, no business shall be transacted at any meeting unless a quorum is present throughout the meeting, and Owners present in person or by proxy who, in the aggregate, have vested in them not less than seventy-five percent (75%) of the total number of Undivided Shares in the damaged part or parts of the Development shall be a quorum.

- 160.3 Subject to Clause 160.12, if within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned to the same time and day in the next week at the same place and Clauses 160.2 and 160.4 to 160.12 shall apply to the adjourned meeting as they apply to the original meeting .
- 160.4 The Owners present in such meeting shall choose one of them to be the chairman of the meeting.
- 160.5 The chairman of the meeting shall cause a record to be kept of the persons present at the meeting and notes of the proceedings thereof.
- 160.6 Subject to Clause 160.12, every Owner shall have one vote for each Undivided Share vested in him and, in the case of Owners who, together, are entitled to one such Undivided Share, such Owners shall jointly have one vote for each such Undivided Share and, in case of dispute, the first named in the register kept in the Land Registry of such Owners shall have the right to vote.
- 160.7 Votes may be given either personally or by proxy.
- 160.8 An instrument appointing a proxy shall be in the form set out in Form 1 in Schedule 1A to the Ordinance, and shall be signed by the Owner, or if the Owner is a body corporate, shall notwithstanding anything to the contrary in its constitution, be impressed with the seal or chop of that body corporate and signed by a person authorized by the body corporate in that behalf. The instrument appointing a proxy shall be lodged with the chairman of the meeting or the person convening the meeting pursuant to this Deed, at least 48 hours before the time for the holding of the meeting. A proxy appointed by an Owner to attend and vote on behalf of the Owner, shall, for the purposes of the meeting, be treated as being the Owner present at the meeting.
- 160.9 Subject to Clause 160.12, a resolution passed by not less than seventy-five percent (75%) majority of the Owners, present in person or by proxy and voting, at a duly convened meeting of the Owners shall be binding on all the Owners of such part or parts of the Development Provided that:
- (a) the notice convening the meeting shall specify the intention to propose a resolution concerning such matter;
 - (b) any resolution purported to be passed at any such meeting concerning any other matter shall not be valid;

(c) no resolution shall be valid if it is contrary to the provisions of this Deed.

160.10 Subject to Clause 160.12, a resolution in writing signed by Owners who, in the aggregate, have vested in them for the time being not less than seventy-five percent (75%) of the Undivided Shares allocated to the part or parts of the Development in question shall be as valid and effectual as if it had been passed at a duly convened meeting of such Owners.

160.11 Any accidental omission to give notice as aforesaid to any Owners shall not invalidate the meeting or any resolution passed thereat.

160.12 Notwithstanding any provisions herein contained, the Undivided Shares allocated to the Common Areas and Facilities shall not be taken into account for the purpose of voting or calculating the quorum. Accordingly, the Undivided Shares as referred to in Clauses 160.2, 160.3, 160.6, 160.9 and 160.10 shall not include the Undivided Shares allocated to the Common Areas and Facilities.

SECTION IX

EXCLUSIONS AND INDEMNITIES

161. The Manager, its employees, agents or contractors and the Owners' Committee shall not be liable to the Owners, or any of them, or to any person or persons whomsoever, whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted to be done in pursuance or purported pursuance of the provisions of this Deed, not being an act or omission involving criminal liability or dishonesty or negligence on the part of the Manager, its employees, agents or contractors or the Owners' Committee, and the Owners shall fully and effectually indemnify the Manager, its employees, agents and contractors and the Owners' Committee from and against all actions, proceedings, claims and demands whatsoever arising directly or indirectly out of or in connection with any such act, deed, matter or thing done or omitted to be done not involving criminal liability or dishonesty or negligence as aforesaid and all costs and expenses in connection therewith. For the avoidance of doubt, no provision of this Deed shall operate to require, or shall be construed to have the effect of requiring, any Owner to indemnify the Manager or its employees, agents or contractors from and against any action, proceedings, claim and demand whatsoever arising out of or in connection with any act or omission involving criminal liability, dishonesty or negligence on the part of the Manager or its employees, agents or contractors. Without in any way limiting the generality of the foregoing, the Manager, its employees, agents or contractors and the Owners' Committee shall not be held liable for any damage, loss or injury caused by or in any way arising out of:

- 161.1 any defect in or failure or breakdown of any of the Common Areas or the Common Facilities; or
- 161.2 any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development; or
- 161.3 any fire or flooding or the overflow or leakage of water or other effluent from anywhere, whether within or outside the Development; or
- 161.4 the activity of termites, cockroaches, rats, mice or other pests or vermin; or
- 161.5 any theft, burglary, robbery or crime within the Development,

unless it can be shown that such damage, loss or injury has been caused by an act or omission of the Manager, its employees, agents or contractors or the Owners' Committee involving criminal liability or dishonesty or negligence, and Provided that the contribution or any other charges payable under this Deed, or any part thereof, shall not be abated or cease to be payable on account thereof.

SECTION X

MISCELLANEOUS

162. All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in this Deed, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of this Deed in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

163. Each Owner shall notify the Manager of the name and address in Hong Kong of the person authorized by him to accept service of process. Any Owner not occupying or using his Unit shall provide the Manager with an address in Hong Kong for service of notices under the provisions of this Deed, failing which the address of such Unit is deemed to be his address for service.

164. There shall be public notice boards at such prominent places in the Development as the Manager may from time to time determine. There shall be exhibited on each of such public notice boards a copy of the House Rules from time to time in force and all notices which, under this Deed, are required to be exhibited thereon and such other notices and announcements as the Manager may from time to time decide to exhibit or approve for exhibition thereon. Except in the case of a notice required by this Deed or by law to be served personally or in any other manner, the exhibition of a notice on such public notice boards for three consecutive days shall be due notice of the contents thereof to each Owner, his tenants, licensees, servants and agents.

165. Subject as hereinbefore provided, in the case notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served, if served personally upon the party to be served or sent by post addressed to the party to whom the notices or demands are given at his last known address or left at the Unit or the letter-box thereof of which the party to be served is the Owner, notwithstanding that such party shall not personally occupy the same. Provided that where notice is to be given to an Owner who is a chargor, such notice may also be served on the chargee or mortgagee, if a company, at its registered office or last known place of business in Hong Kong and, if an individual, at his last known place of business or residence. All notices required to be given to the Manager shall be sufficiently served, if sent by prepaid post, addressed to or, if by hand, left at the registered office of the Manager.

166. The covenants and provisions of this Deed shall be binding on the parties hereto and their respective executors, administrators, successors in title and assigns, and the

benefit and burden thereof shall be annexed to the Common Areas, the Common Facilities and to the Undivided Shares held therewith.

167. Provisions of this Deed

- 167.1 (a) No provision in this Deed shall contradict, overrule or fail to comply with or in any way be construed or constructed so as to contradict, overrule or fail to comply with the provisions of the Ordinance and the Schedules thereto.
- (b) The First owner shall deposit a copy of Schedules 7 and 8 to the Ordinance (English and Chinese Versions) in the Reception Counter for reference by all Owners free of costs and for taking copies at their own expense and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.
- 167.2 At any time after the formation and during the existence of the Owners' Corporation under the Ordinance, the Owners' meeting convened under this Deed shall be replaced and substituted by the general meeting of the Owners' Corporation and the Owners' Committee formed under this Deed shall be replaced and substituted by the management committee of the Owners' Corporation.
- 167.3 Upon execution of this Deed, the First Owner shall assign the whole of the Undivided Shares in the Common Areas and Facilities, free of cost or consideration, to the Manager appointed under this Deed who must hold the said Undivided Shares on trust for the benefit of all Owners. Subject as hereinafter provided, on termination of the Manager's appointment, the Manager must assign the Undivided Shares in the Common Areas and Facilities, free of costs or consideration, to its successor in office as the Manager, who must hold the said Undivided Shares on trust for the benefit of all Owners. If an Owners' Corporation is formed under the Ordinance, it may require the Manager, in accordance with this Deed, to assign the Undivided Shares in the Common Areas and Facilities and transfer the management responsibilities to the Owners' Corporation free of costs or consideration, in which event, the Owners' Corporation must hold such Undivided Shares on trust for all the Owners.
- 167.4 On termination of the Manager's appointment or (as the case may be) on the formation of an Owners' Corporation under the Ordinance, the Manager must:-
- (a) apply for refund of the utility charges deposits for utilities including water and electricity for the Common Areas and Facilities ("said utility

charges deposits”) held with the relevant utility companies from such utility companies for the purpose of settling the sum payable under Clause 167.4(b); and

- (b) render such necessary assistance to arrange for the said utility charges deposits to be held with the relevant utility companies in the name of its successor in office as the Manager or (as the case may be) the Owners’ Corporation.

168. The First Owner shall at its own costs and expenses provide a direct translation in Chinese of this Deed and deposit a copy of this Deed and its Chinese translation at the Reception Counter within one month after the date of this Deed. Copies of this Deed and its Chinese translation shall be made available for inspection by all Owners free of costs at the Reception Counter. A copy of this Deed or its Chinese translation or both shall be supplied by the Manager to an Owner on request and upon payment of a reasonable charge. All charges received shall be credited to the Special Fund. In the event of dispute as to the effect or construction of this Deed and its Chinese translation, the English text of this Deed shall prevail.

169. A set of the plans annexed hereto showing the Common Areas and Facilities shall be kept at the Reception Counter for inspection by the Owners during normal office hours free of costs and charges.

170. The Undivided Shares allocated to the Common Areas and Facilities shall not carry any voting rights at any meeting whether under this Deed, the Ordinance or otherwise or liability to pay any fees or charges under this Deed. Such Undivided Shares shall not be taken into account for the purpose of calculating the quorum of any meeting under this Deed, the Ordinance or otherwise.

171. The locations of the Green and Innovative Features of the Development are, where possible and for the purpose of identification only, shown on the plans (certified as to their accuracy by the Authorized Person) annexed hereto.

172. Works and Installations

172.1 The First Owner at its own costs and expenses has prepared a schedule of all major works and installations (“the Works and Installations”) in the Development, which require regular maintenance on a recurrent basis. The schedule of the Works and Installations is set out in the Fourth Schedule to this Deed (subject to revisions as provided for in sub-clauses 172.5 and 172.6 below).

172.2 The First Owner shall at its own costs and expenses prepare and compile for

the reference of the Owners and the Manager a maintenance manual for the Works and Installations setting out the following details:-

- (i) as-built record plans of the building and services installations together with the necessary technical information (such as specifications of materials and design standard) for maintenance of all facilities and equipment;
- (ii) all warranties and guarantees provided by contractors (together with the names of the companies providing the warranty and the contact telephone numbers) in respect of all facilities and equipment;
- (iii) recommended maintenance strategy and procedures;
- (iv) a list of items of the Works and Installations requiring routine maintenance;
- (v) recommended frequency of routine maintenance inspection;
- (vi) checklist and typical inspection record sheets for routine maintenance inspection; and
- (vii) recommended maintenance cycle of the Works and Installations.

172.3 The First Owner shall deposit a full copy of the maintenance manual for the Works and Installations in the Reception Counter within one month after the date of this Deed for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

172.4 The Owners shall at their own costs and expenses inspect, maintain and carry out all necessary works for the maintenance of the Development and such parts of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same as may be held by the respective Owners including the Works and Installations.

172.5 The schedule and the maintenance manual for the Works and Installations may be revised in future to take into account any necessary changes, including but not limited to addition of works and installations in the Development and the updating of maintenance strategies in step with changing requirements.

172.6 The Owners may, by a resolution of the Owners at an Owners' meeting convened under this Deed, decide on revisions to be made to the schedule

and the maintenance manual for the Works and Installations, in which event the Manager shall procure from a qualified professional or consultant the revised schedule and the revised maintenance manual for the Works and Installations within such time as may be prescribed by the Owners in an Owners' meeting convened under this Deed.

172.7 All costs incidental to the preparation of the revised schedule and the revised maintenance manual for the Works and Installations shall be paid out of the Special Fund.

172.8 The Manager shall deposit the revised maintenance manual for the Works and Installations in the Reception Counter within one month after the date of its preparation for inspection by all Owners free of charge and taking copies on payment of a reasonable charge. All charges received shall be credited to the Special Fund.

173. Nothing contained herein shall operate to interrupt the supply of electricity, water, telecommunications or other utilities to any Unit or prevent access to the Unit by reason of the Owner of that Unit failing to pay any fees or to comply with any other provisions under this Deed.

174. In this Deed (if the context permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender; words importing persons shall include corporations and vice versa; references to clauses and schedules are to be construed as references to clauses of, and schedules to, this Deed, unless otherwise indicated; and headings to the Clauses and Schedules shall not affect the interpretation of this Deed.

IN WITNESS whereof the parties have duly executed and delivered this Deed as a deed the day and year first above written.

FIRST SCHEDULE

The Government Grant

New Grant No.22824, particulars of which are as follows:

- (a) Date : the 26th day of September 2019
- (b) Parties : One Gold Investment Limited (壹金投資有限公司) of the one part and the Chief Executive on behalf of the Government of the Hong Kong Special Administrative Region of the other part
- (c) Term : 50 years from the 26th day of September 2019
- (d) Lot : Tuen Mun Town Lot No.549

SECOND SCHEDULE

(Allocation of Undivided Shares)

Summary of Allocation of Undivided Shares

| | <u>Description</u> | <u>Number of Undivided Shares</u> |
|--------------------------|-----------------------------|-----------------------------------|
| 1. | Residential Units | 2884 |
| 2. | Residential Parking Spaces | 104 |
| 3. | Motor Cycle Parking Spaces | 4 |
| 4. | Common Areas and Facilities | 150 |
| TOTAL UNDIVIDED SHARES : | | 3142 |

Allocation of Undivided Shares to each Residential Unit

| Floor | Unit | Number of Undivided Shares allocated to each Residential Unit |
|-------|------|---|
| 3 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 5 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 6 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 7 | A | 25 |
| | B | 25 |
| | C | 27 |

| | | |
|----|---|----|
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 8 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 9 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 10 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 11 | A | 25 |
| | B | 25 |
| | C | 27 |

| | | |
|----|---|----|
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 12 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 15 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 16 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 17 | A | 25 |
| | B | 25 |
| | C | 27 |

| | | |
|--------|---|------|
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 18 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 19 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| Total: | | 2884 |

Note: 4th Floor, 13th Floor and 14th Floor are omitted.

Allocation of Undivided Shares to the Car Parks

| | Car Parks | Number of Undivided Shares allocated to each Car Park | Number of Car Parks | Sub-total of Undivided Shares |
|-----|--|---|---------------------|-------------------------------|
| (a) | Residential Parking Spaces Nos.1 – 3, 5 – 9 on G/F | 13 | 8 | 104 |
| (b) | Motor Cycle Parking Spaces Nos.M1 and M2 on G/F | 2 | 2 | 4 |
| | | | Total: | 108 |

Allocation of Undivided Shares to the Common Areas and Facilities

| | | Number of Undivided Shares |
|--------|--|----------------------------|
| (i) | Development Common Areas and Development Common Facilities | 60 |
| (ii) | Residential Common Areas and Residential Common Facilities | 90 |
| Total: | | 150 |

THIRD SCHEDULE

(Allocation of Management Shares)

Summary of Allocation of Management Shares

| | <u>Description</u> | <u>Number of Management Shares</u> |
|---------------------------|----------------------------|------------------------------------|
| 1. | Residential Units | 2884 |
| 2. | Residential Parking Spaces | 104 |
| 3. | Motor Cycle Parking Spaces | 4 |
| TOTAL MANAGEMENT SHARES : | | 2992 |

Allocation of Management Shares to each Residential Unit

| Floor | Unit | Number of Management Shares allocated to each Residential Unit |
|-------|------|--|
| 3 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 5 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 6 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 7 | A | 25 |
| | B | 25 |
| | C | 27 |

| | | |
|----|---|----|
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 8 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 9 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 10 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 11 | A | 25 |
| | B | 25 |
| | C | 27 |

| | | |
|----|---|----|
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 12 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 15 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 16 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 17 | A | 25 |
| | B | 25 |
| | C | 27 |

| | | |
|--------|---|------|
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 18 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| 19 | A | 25 |
| | B | 25 |
| | C | 27 |
| | D | 26 |
| | E | 26 |
| | F | 27 |
| | G | 25 |
| | H | 25 |
| Total: | | 2884 |

Note: 4th Floor, 13th Floor and 14th Floor are omitted.

Allocation of Management Shares to the Car Parks

| | Car Parks | Number of Management Shares allocated to each Car Park | Number of Car Parks | Sub-total of Management Shares |
|-----|--|--|---------------------|--------------------------------|
| (a) | Residential Parking Spaces Nos.1 – 3, 5 – 9 on G/F | 13 | 8 | 104 |
| (b) | Motor Cycle Parking Spaces Nos.M1 and M2 on G/F | 2 | 2 | 4 |
| | | | Total: | 108 |

FOURTH SCHEDULE

Works and Installations as at the date of this Deed:

- (i) structural elements;
- (ii) external wall finishes and roofing materials;
- (iii) fire safety elements;
- (iv) the slope structures (if applicable);
- (v) plumbing system;
- (vi) drainage system;
- (vii) fire services installations and equipment;
- (viii) electrical wiring system;
- (ix) lift installations (if applicable);
- (x) window installations;
- (xi) air-conditioning systems;
- (xii) mechanical ventilation systems;
- (xiii) precast façade system;
- (xiv) security system;
- (xv) lightning system;
- (xvi) telecommunication and broadcasting system; and
- (xvii) other major items (e.g. escalators etc.)

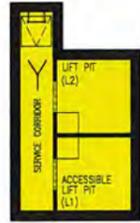
SEALED with the Common Seal)
)
of the First Owner)
)
and SIGNED by)
)
)
)
)
)
whose signature(s) is/are verified by:)

SEALED with the Common Seal)
)
of the DMC Manager and SIGNED by)
)
)
)
)
)
whose signature(s) is/are verified by:)

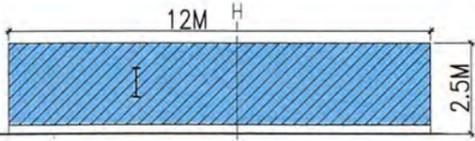
SIGNED SEALED AND DELIVERED)
)
by the Covenanting Owner/)
)
SEALED with the Common Seal of the)
)
Covenanting Owner and)
)
SIGNED by)
)
)
)
)
)
)
in the presence of:)

[INTERPRETED to the Covenanting Owner by :-

]

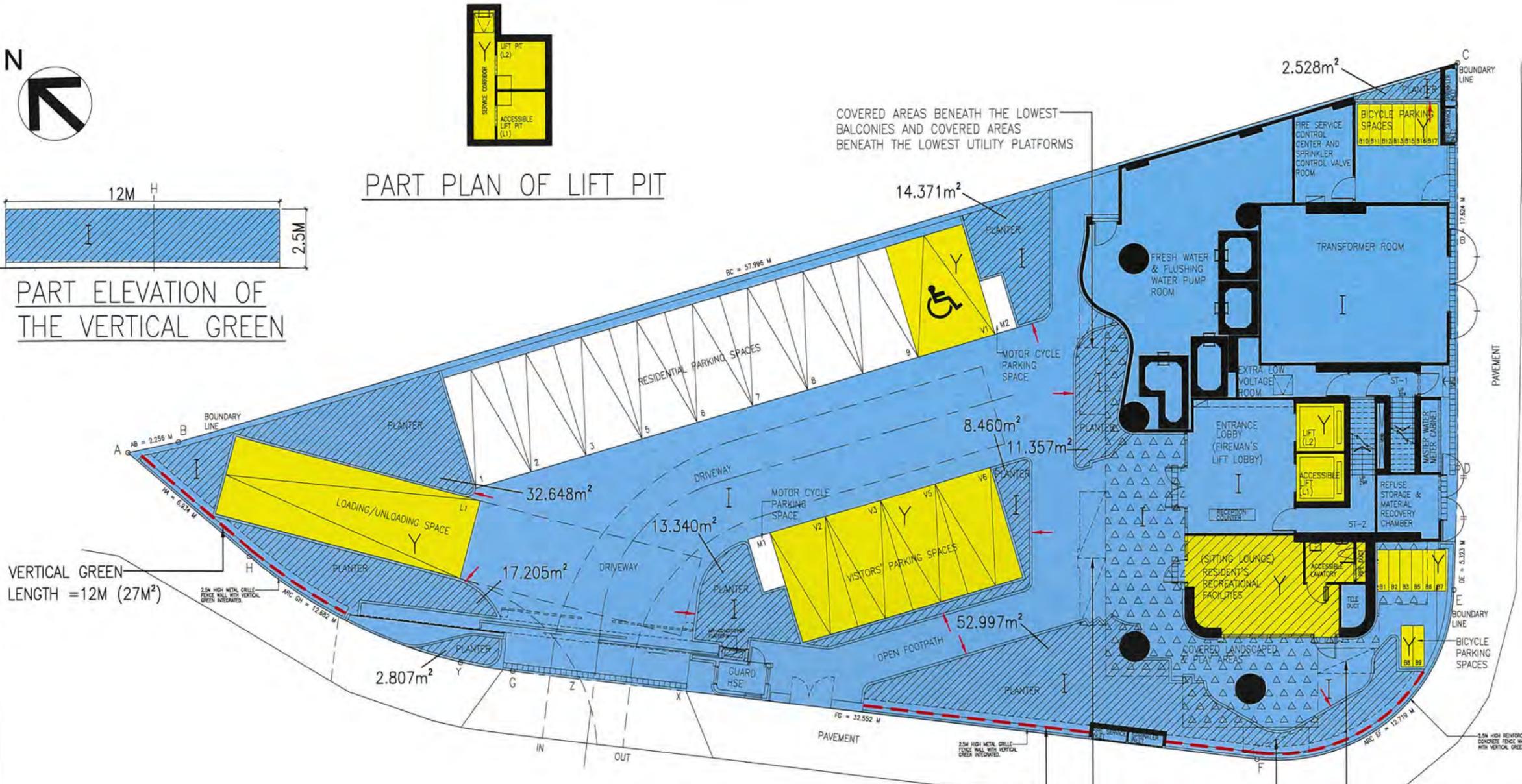


PART PLAN OF LIFT PIT



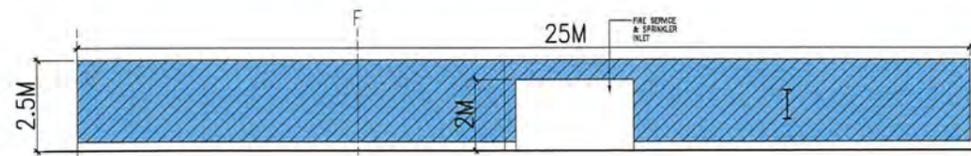
PART ELEVATION OF THE VERTICAL GREEN

VERTICAL GREEN LENGTH = 12M (27M²)



PLAN FOR G/F

VERTICAL GREEN LENGTH = 25M (58M²)



PART ELEVATION OF THE VERTICAL GREEN

NOTE:
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LEGENDS:

- RESIDENTIAL COMMON AREAS
- RESIDENT'S RECREATIONAL FACILITIES
- DEVELOPMENT COMMON AREAS
- THE PORTIONS OF GREENERY AREA WHICH DO NOT FORM PART OF THE COVERED LANDSCAPED AND PLAY AREAS OR THE COMMUNAL SKY GARDEN
- COVERED LANDSCAPED AND PLAY AREAS
- THE PORTIONS OF GREENERY AREA WHICH ALSO FORM PART OF THE COVERED LANDSCAPED AND PLAY AREAS
- VERTICAL GREEN
- COMMON ACCESS TO THE GREENERY AREA

COVERED AREAS BENEATH THE LOWEST BALCONIES AND COVERED AREAS BENEATH THE LOWEST UTILITY PLATFORMS

COVERED AREAS BENEATH THE LOWEST BALCONIES AND COVERED AREAS BENEATH THE LOWEST UTILITY PLATFORMS

I hereby certify the accuracy of this plan.

Lee Ming Yen Jennifer
Authorized Person-Architect
Date of Certification:
10 JUNE 2021

| | | |
|-------------|-----------|----------------|
| NUMBER / 圖號 | DATE / 日期 | AMENDMENT / 修訂 |
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PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT TUEN MUN TOWN LOT 549, 2 KING SAU LANE, TUEN MUN, NEW TERRITORIES.

DRAWING / 圖名
DMC PLAN FOR G/F AND LIFT PIT

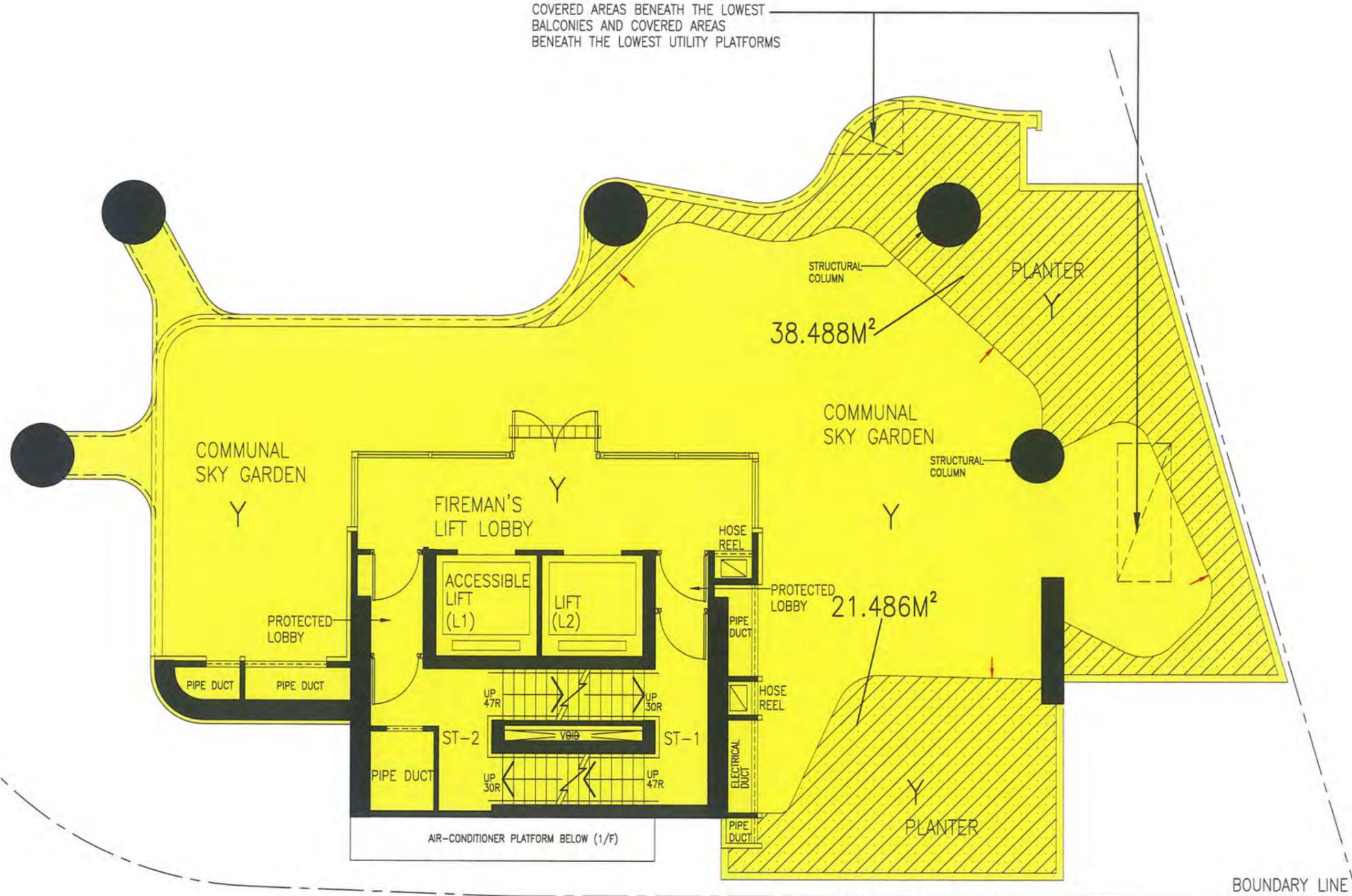
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|------------|---------------------|
| SCALE / 比例 | JOB NUMBER / 工程編號 |
| 1 : 200 | 5750 |
| DATE / 日期 | DRAWING NUMBER / 圖號 |
| 08/2020 | DMC-01 |

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COVERED AREAS BENEATH THE LOWEST
BALCONIES AND COVERED AREAS
BENEATH THE LOWEST UTILITY PLATFORMS



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LEGENDS:

- RESIDENTIAL COMMON AREAS
- THE PORTIONS OF THE GREENERY AREA WHICH ALSO FORM PART OF THE COMMUNAL SKY GARDEN
- COMMON ACCESS TO THE GREENERY AREA

I hereby certify the accuracy of this plan.

Lee Ming Yen Jennifer
Authorized Person—Architect
Date of Certification:
18 February 2021

| | | |
|------------|-----------|----------------|
| NUMBER / 號 | DATE / 日期 | AMENDMENT / 修訂 |
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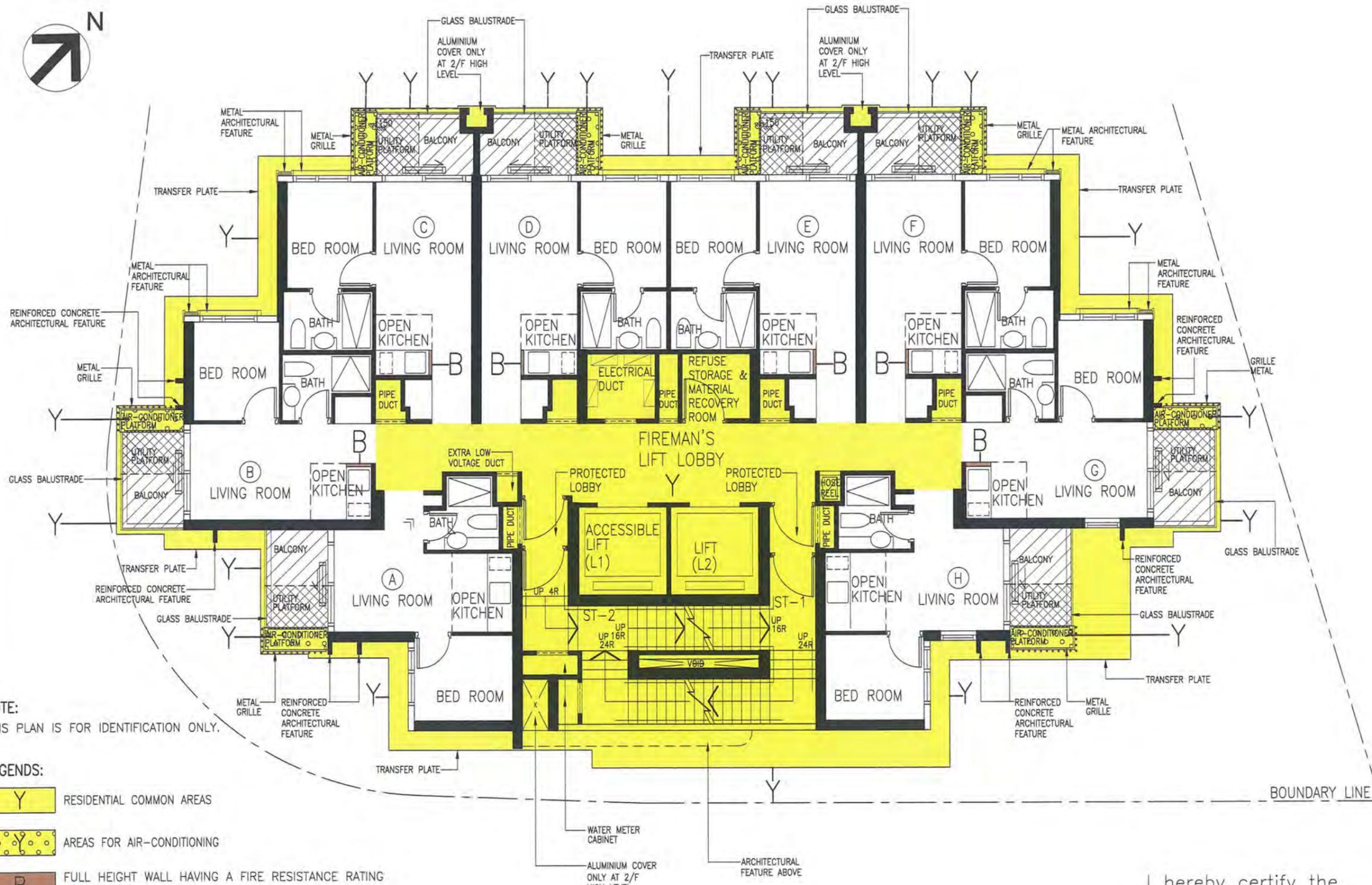
PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
TUEN MUN TOWN LOT 549,
2 KING SAU LANE, TUEN MUN,
NEW TERRITORIES.

DRAWING / 圖名
DMC PLAN FOR 2/F

| | |
|------------|---------------------|
| SCALE / 比例 | JOB NUMBER / 工程編號 |
| 1 : 100 | 5750 |
| DATE / 日期 | DRAWING NUMBER / 圖號 |
| 09/2020 | DMC-03 |

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LEGENDS:

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- AREAS FOR AIR-CONDITIONING
- FULL HEIGHT WALL HAVING A FIRE RESISTANCE RATING OF NOT LESS THAN FRR -/30/30
- BALCONY
- UTILITY PLATFORM
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS WHICH FORM PART OF THE RESIDENTIAL UNITS
- NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS WHICH FORM PART OF THE RESIDENTIAL COMMON AREAS

I hereby certify the accuracy of this plan.


 Lee Ming Yen Jennifer
 Authorized Person—Architect
 Date of Certification:
 18 February 2021

| | | |
|------------|-----------|-------------------|
| NUMBER / 號 | DATE / 日期 | MODIFICATION / 修改 |
| | | |

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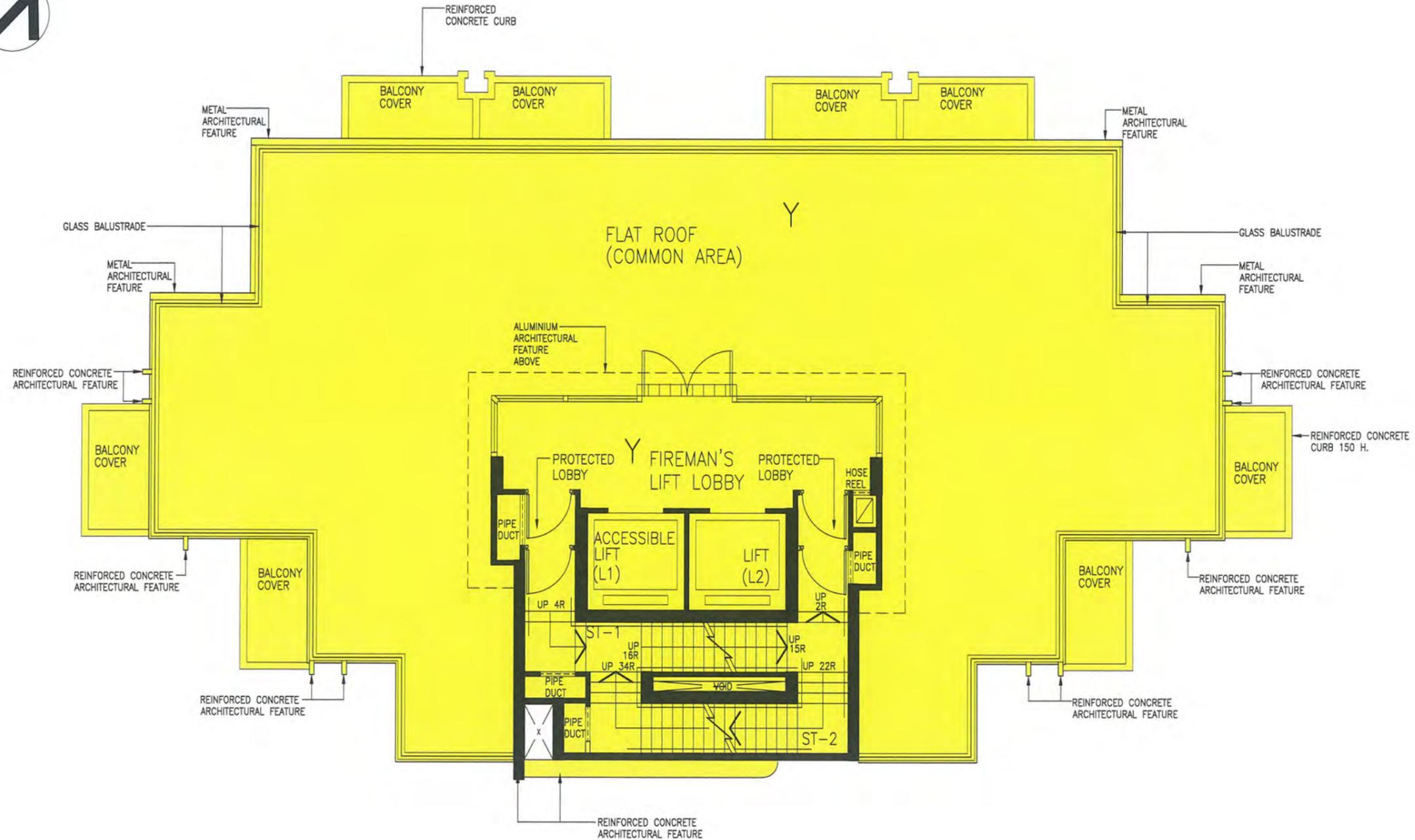
PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
 TUEN MUN TOWN LOT 549,
 2 KING SAU LANE, TUEN MUN,
 NEW TERRITORIES.

DRAWING / 圖名
DMC PLAN FOR 3/F TO 19/F
 (4/F, 13/F, 14/F OMITTED)

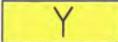
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|------------|---------------------|
| SCALE / 比例 | JOB NUMBER / 工程編號 |
| 1 : 100 | 5750 |
| DATE / 日期 | DRAWING NUMBER / 圖號 |
| 09/2020 | DMC-04 |

| | | |
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Date of Certification:
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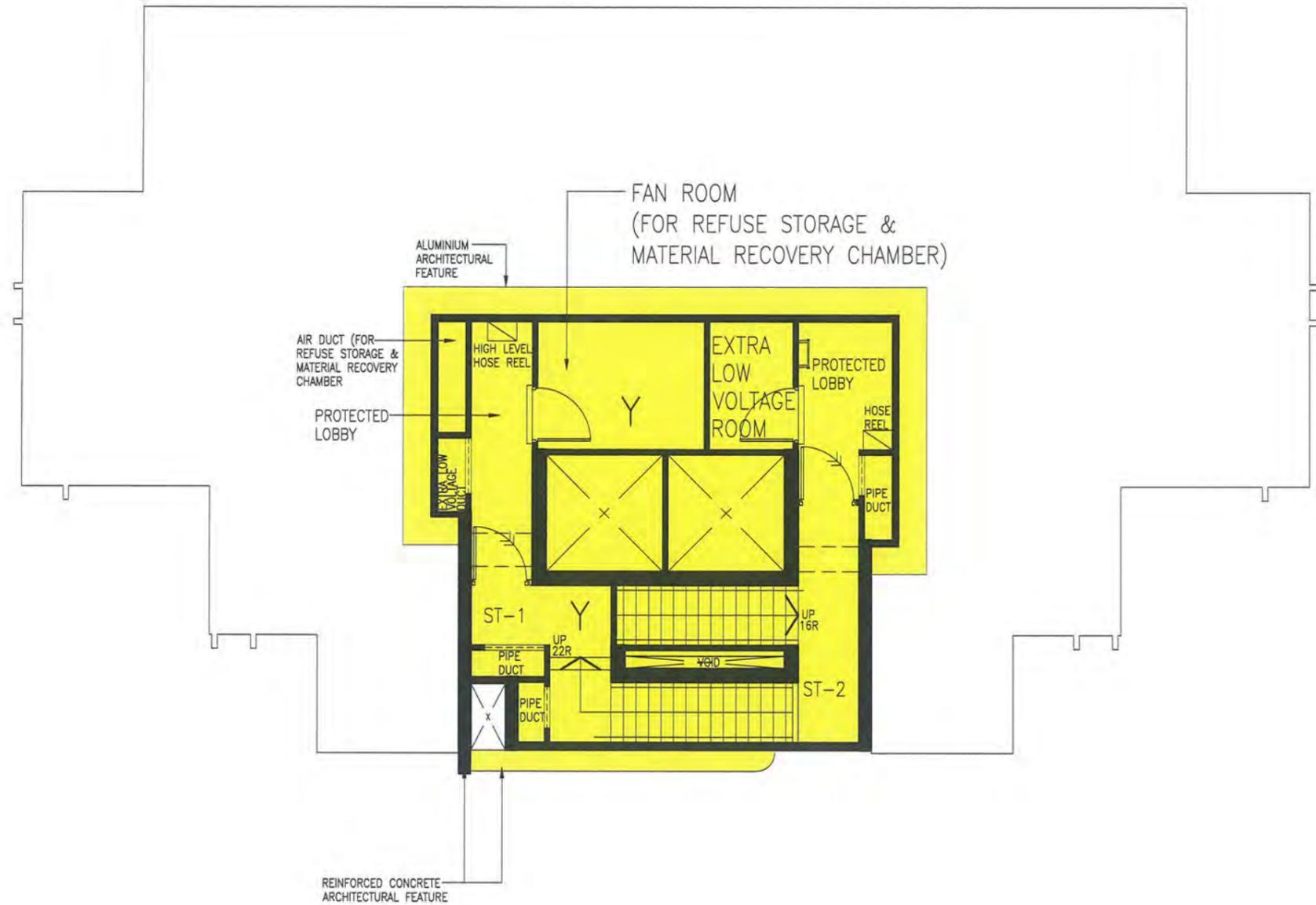
PROJECT / 工程項目
PROPOSED RESIDENTIAL DEVELOPMENT
TUEN MUN TOWN LOT 549,
2 KING SAU LANE, TUEN MUN,
NEW TERRITORIES.

DRAWING / 圖名
DMC PLAN FOR ROOF

| | |
|------------|---------------------|
| SCALE / 比例 | JOB NUMBER / 工程編號 |
| 1 : 100 | 5750 |
| DATE / 日期 | DRAWING NUMBER / 圖號 |
| 09/2020 | DMC-05 |

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Y RESIDENTIAL COMMON AREAS

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 Date of Certification:
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| NUMBER / 圖號 | DATE / 日期 | REVISION / 修訂 |
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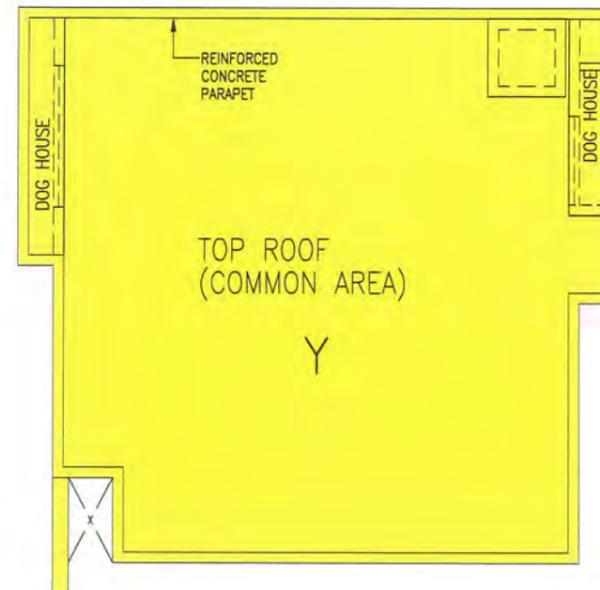
PROJECT / 工程項目
 PROPOSED RESIDENTIAL DEVELOPMENT
 TUEN MUN TOWN LOT 549,
 2 KING SAU LANE, TUEN MUN,
 NEW TERRITORIES.

DRAWING / 圖名
 DMC PLAN FOR UPPER ROOF

| | |
|------------|---------------------|
| SCALE / 比例 | JOB NUMBER / 工程編號 |
| 1 : 100 | 5750 |
| DATE / 日期 | DRAWING NUMBER / 圖號 |
| 09/2020 | DMC-06 |

| | | |
|---------------|--------------|---------------|
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Lee Ming Yen Jennifer
Authorized Person—Architect
Date of Certification:
18 February 2021

| | | |
|------------|-----------|---------------|
| NUMBER / 號 | DATE / 日期 | REVISION / 修訂 |
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PROJECT / 工程項目
 PROPOSED RESIDENTIAL DEVELOPMENT
 TUEN MUN TOWN LOT 549,
 2 KING SAU LANE, TUEN MUN,
 NEW TERRITORIES.

DRAWING / 圖名
 DMC PLAN FOR TOP ROOF

| | |
|------------|---------------------|
| SCALE / 比例 | JOB NUMBER / 工程編號 |
| 1 : 200 | 5750 |
| DATE / 日期 | DRAWING NUMBER / 圖號 |
| 09/2020 | DMC-07 |
| - A | |

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| | | |

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 圖中以所有標註尺寸為準, 不應量度
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